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No. 48 | NEW DELHI, NOVEMBER 21—NOVEMBER 27, 2010, SATURDAY/KARTIKA 30—AGRAHAYANA 6, 1932

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

गृह मंत्रालय

नई दिल्ली, 18 नवम्बर, 2010

का.आ. 2914.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, गृह मंत्रालय के निम्नलिखित कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप उन्हें एतद्वारा अधिसूचित करती है :—

केन्द्रीय रिजर्व पुलिस बल

1. कार्यालय स्पेशल महानिदेशक, सेंट्रल जोन, केन्द्रीय रिजर्व पुलिस बल, रायपुर, छत्तीसगढ़।
2. कार्यालय निदेशक/पुलिस महानिरीक्षक, केन्द्रीय रिजर्व पुलिस बल, अकादमी, कादरपुर, गुड़गांव।
3. कार्यालय स्पेशल महानिरीक्षक (परिचालन), केन्द्रीय रिजर्व पुलिस बल, जोरहाट, असम।

4. पुलिस उप महानिरीक्षक, रेंज कार्यालय, केन्द्रीय रिजर्व पुलिस बल, काठगोदाम।
5. पुलिस उप महानिरीक्षक, रेंज कार्यालय, केन्द्रीय रिजर्व पुलिस बल, अम्रेठी।
6. कार्यालय कमांडेंट-191 बटालियन, केन्द्रीय रिजर्व पुलिस बल।
7. कार्यालय कमांडेंट-192 बटालियन, केन्द्रीय रिजर्व पुलिस बल।
8. कार्यालय कमांडेंट-193 बटालियन, केन्द्रीय रिजर्व पुलिस बल।
9. कार्यालय कमांडेंट-194 बटालियन, केन्द्रीय रिजर्व पुलिस बल।

[सं. 12017/1/2008 हिन्दी]

अवधेश कुमार मिश्र, निदेशक (राजभाषा)

MINISTRY OF HOME AFFAIRS

New Delhi, the 18th November, 2010

S. O. 2914.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Ministry of Home Affairs where the percentage of Hindi knowing staff has gone above 80% :—

CENTRAL RESERVE POLICE FORCE

1. Office of Special DG, Central Zone, Central Reserve Police Force, Raipur, Chhattisgarh.
2. Office of Director/IGP, Central Reserve Police Force, Academy, Kadarapur, Gurgaon.
3. Office of IGP (Ops), Central Reserve Police Force, Jorhat, Assam.
4. Office of DIGP, Range Office, Central Reserve Police Force, Kathgodam.
5. Office of DIGP, Range Office, Central Reserve Police Force, Amethi.
6. Office of Commandant—191 Bn, Central Reserve Police Force.
7. Office of Commandant—192 Bn, Central Reserve Police Force.
8. Office of Commandant—193 Bn, Central Reserve Police Force.
9. Office of Commandant—194 Bn, Central Reserve Police Force.

[No. 12017/1/2008-Hindi]

AVADHESH KUMAR MISHRA, Director (OL)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 19 नवम्बर, 2010

का.आ. 2915.—केंद्रीय सरकार, एतद्द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए जम्मू और कश्मीर राज्य सरकार, सिविल सचिवालय, गृह विभाग, जम्मू और कश्मीर, श्रीनगर को अधिसूचना एस.आर.ओ.

सं. 314 दिनांक 25 अगस्त, 2010 तथा सं. गृह/आईएसए/2010/सीबीआई/190 दिनांक 30 अगस्त, 2010 द्वारा प्राप्त सहमति से जम्मू और कश्मीर राज्य रणबीर पैनल कोड तथा जम्मू और कश्मीर समबात, 1989 का अधिनियम सं. 12 की धारा 419, 420 तथा 120-बी के अंतर्गत गांधीनगर पुलिस स्टेशन जम्मू में पंजीकृत एफआईआर सं. 177/2010 का तथा इसी के संबंध में प्रयासों, दुष्प्रेरणाओं तथा षड्यंत्रों या उपर्युक्त उल्लिखित अपराधों के संबंध में तथा उसी संव्यवहार के अनुक्रम में किए गए अपराधों या उन्हीं तथ्यों से उद्भूत किन्हीं अन्य अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार सम्पूर्ण जम्मू और कश्मीर राज्य के सम्बन्ध में करती है।

[सं. 228/61/2010 ए बी सी II]

आर. के. गुप्ता, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 19th November, 2010

S. O. 2915.—In exercise of the powers conferred by sub-section (1) of section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Jammu and Kashmir, Civil Secretariat, Home Department, J&K Srinagar vide Notification SRO No. 314 dated 25th August, 2010 and No. Home/ISA-2010/CBI/190 dated 30th August, 2010, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Jammu and Kashmir for investigation of FIR No. 177/2010 under sections 419, 420 and 120-B of the Jammu and Kashmir State Ranbir Penal Code Sambat and Jammu and Kashmir (Act No. 12 of Sambat 1989) registered at Police Station Gandhi Nagar, Jammu and attempts, abetments and conspiracies in relation to or in connection with the above mentioned offences and any other offence/offences committed in course of the same transaction or arising out of the same facts.

[No. 228/61/2010-AVD-II]

R. K. GUPTA, Under Secy.

नई दिल्ली, 23 नवम्बर, 2010

का.आ. 2916.—केंद्रीय सरकार, एतद्द्वारा अपराध प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 21 की उप

धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिल्ली के वाद न्यायालय में आर.सी. 2(एस)/2003/एस.पी.एल/ दिल्ली (अजीत जोगी जालसाजी मामला) व उसकी अपीलों, पुनरीक्षणों या इससे सम्बद्ध अन्य मामलों का न्यायालयों में संचालन करने के लिए श्री टी.एन. पुरी, एडवोकेट को विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/44/2010-एवीडी-II]

आर. के. गुप्ता, अवर सचिव

New Delhi, the 23rd November, 2010

S. O. 2916.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No.2 of 1974), the Central Government hereby appoints Shri T. N. Puri, Advocate as Special Public Prosecutor for conducting Case No. RC. 2 (S)/2003-SPL/Delhi (Ajit Jogi Forgery case) in the trial of Delhi and appeals, revisions or other matters connected therewith and incidental thereto.

[No. 225/44/2010-AVD-II]

R. K. GUPTA, Under Secy.

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(स्वास्थ्य एवं परिवार कल्याण विभाग)

नई दिल्ली, 10 नवम्बर, 2010

का.आ. 2917.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (4) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय दंत चिकित्सा परिषद् से परामर्श करके और दिनांक 21-12-2005 के इस मंत्रालय की समसंख्यक अधिसूचना के अधिक्रमण में उक्त अधिनियम की अनुसूची के भाग-3 में आगे निम्नलिखित और संशोधन करती है, नामतः--

2. दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-3 में क्रम संख्या 9 के बाद स्तम्भ 1, 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित को शामिल किया जाएगा, नामतः--

9. लंदन विश्व-विद्यालय (यूके)	अतिरिक्त अर्हता के रूप में सामुदायिक दंत चिकित्सा प्रैक्टिस में विज्ञान में निष्णात (यदि 31-12-2003 को या उसके पश्चात् प्रदान की गई हो)।	एम.एस.सी. (सामुदायिक दंत चिकित्सा प्रैक्टिस), लंदन विश्वविद्यालय, यू.के.
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[सं. वी. 12018/11/2004-डीई]

अनिता त्रिपाठी, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family welfare)

New Delhi, the 10th November, 2010

S. O. 2917.—In exercise of the powers conferred by clause (b) sub-section (4) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India and in supersession of this Ministry's Notification of even no. dated 21-12-2005, hereby, makes the following further amendments in Part-III of the Schedule to the said Act, namely :—

2. Under the existing entries of column 1, 2 & 3 after serial number 9 in part-III of the Schedule to the Dentists Act, 1948 (16 of 1948) the following entries shall be added namely :—

9. University of London (UK)	Master of Science in Community Dental Practice as an additional qualification.	M. Sc. (Community Dental Practice) University of London, UK.
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(if granted on or after 31-12-2003)

[No. V-12018/11/2004-DE]

ANITA TRIPATHI, Under Secy.

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 12 नवम्बर, 2010

का.आ. 2918.—राजनयिक और कंसुलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में, केन्द्र सरकार एतद्वारा श्री सुन्दर सिंह, निम्न श्रेणी लिपिक, को 12-11-2010 से भारत के राजदूतावास, गुएतेमाला में सहायक कंसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/1/2006]

आर. के. पेरिन्डिया, अवर सचिव (कंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV Division)

New Delhi, the 12th November, 2010

S. O. 2918.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Shri Sunder Singh, LDC, Embassy of India, Guatemala to perform the duties of Assistant Consular Officer with effect from 12th November, 2010.

[No. L-4330-1-2006]

R. K. PERINDIA, Under Secy. (Consular)

कोयला मंत्रालय

नई दिल्ली, 19 नवम्बर, 2010

का.आ. 2919.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 754, तारीख 9 मार्च, 2010 द्वारा जो भारत के राजपत्र, भाग-2, खंड-3, उपखंड (ii), तारीख 20 मार्च, 2010 में प्रकाशित की गई थी, उक्त अधिसूचना से संलग्न अनुसूची में यथा विनिर्दिष्ट परिक्षेत्र में ऐसी भूमि में या उस पर के सभी अधिकारों के अर्जन करने के अपने आशय की सूचना दी थी;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार का अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार को, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और महाराष्ट्र सरकार से परामर्श करने के पश्चात् यह

समाधान हो गया है, कि इसे संलग्न अनुसूची में यथा वर्णित 51.42 हेक्टर (लगभग) या 127.05 एकड़ (लगभग) माप वाली भूमि और ऐसी भूमि में या उस पर के सभी अधिकार अर्जित किए जाने चाहिए;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि, अनुसूची में यथा वर्णित 51.42 हेक्टर (लगभग) या 127.05 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक मंड्या 1161 (122011/जेजेआर/833-0710, तारीख 2 जुलाई, 2010 का निरीक्षण कलक्टर यवतमाल (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता (पिन-700 001) के कार्यालय में या महा-प्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोल इस्टेट, सिविल लाईन्स, नागपुर-440 001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

अनुसूची**कोलगांव ओपनकास्ट प्रोजेक्ट****वणी क्षेत्र****जिला-यवतमाल (महाराष्ट्र)**

(रेखांक संख्या सी-1) (ई)/3/जेजेआर/833-0710,
तारीख 2 जुलाई, 2010)

सभी अधिकार :

क्रम संख्या	ग्राम का नाम	पटवारी सिकिल संख्या	तहसील का नाम	जिला का नाम	क्षेत्रफल हेक्टर में	टिप्पणियां
1.	चिखली	109	वणी	यवतमाल	51.42	भाग

कुल : 51.42 हेक्टर (लगभग)

या 127.05 एकड़ (लगभग)

ग्राम चिखली में अर्जित किए गए प्लॉट संख्यांक :

15, 16/1क, 16/1ख, 16/2क, 16/2ख, 17, 21/1, 21/2, 22/1, 22/2, 22/3, 23, 24/1, 24/2, 24/3, 25, 26/1, 26/2, 27, 28, 29, 38, 39, 40, 41, 42, 43/1, 43/1क, 43/2, 43/3, 44।

सीमा वर्णन :

क-ख-ग-घ-ङ रेखा ग्राम चिखली से बिन्दु "क" से आरंभ होती है और बिन्दु "ख" - "ग" - "घ" के पास से गुजरती हुई प्लॉट संख्यांक 38, 39, 44, 43/1क, 43/1, 43/2, 43/3 की बाहरी सीमा के साथ-साथ जाती है और बिन्दु "ङ" पर मिलती है।

ङ-च-छ-ज रेखा ग्राम चिखली से होती हुई बिन्दु "च" - "छ" के पास से गुजरती हुई प्लॉट संख्यांक 43/3, 24/2, 24/3, 16/1ख, 16/2क, 15, 17, 21/2, 21/1, 28, 29 की बाहरी सीमा के साथ साथ जाती है और बिन्दु "ज" पर मिलती है।

ज-झ-ज-क रेखा ग्राम चिखली से होती हुई बिन्दु "झ"—"ज"—"ट" के पास से गुजरती हुई प्लॉट संख्यांक 29, 28, 27, 22/1, 26/1, 40, 39, 38 की बाहरी सीमा के साथ-साथ जाती है और बिन्दु "क" पर मिलती है।

[फा. सं. 43015/18/2009 पीआरआईडब्ल्यू 1]

एस. सी. भाटिया, निदेशक

MINISTRY OF COAL

New Delhi, the 19th November, 2010

S. O. 2919.—Whereas by the notification of the Government of India in the Ministry of Coal number S. O. 754, dated the 9th March, 2010, issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section-3, sub-section (ii) dated the 20th March, 2010, the Central Government gave notice of its intention to acquire the land and all rights in or over such land in the locality specified in the Schedule annexed to that notification;

And whereas, the competent authority in pursuance of Section 8 of the said Act, has made his report to the Central Government;

And whereas, the Central Government after considering the report aforesaid and after consulting to the Government of Maharashtra, is satisfied that the land measuring 51.42 hectares (approximately) or 127.05 acres (approximately) and all rights in or over such lands as described in the Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 9 of the said Act the Central Government hereby declares that the land measuring 51.42 hectares (approximately) or 127.05 acres (approximately) and all rights in or over such land as described in the Schedule are hereby acquired.

The plan bearing number C-1 (E) III/JJR/833—0710, dated the 2nd July, 2010 of the area covered by this notification, may be inspected at the office of the Collector, Yavatmal (Maharashtra) or at the office of the Coal Controller, I, Council House Street, Kolkata (Pin 700 001) or at the office of the General Manager, Western Coalfields Limited (Revenue Department), Coal, Estate, Civil Lines, Nagpur-440 001 (Maharashtra).

SCHEDULE

KOLGAON OPENCAST PROJECT

WANI AREA

District Yavatmal (Maharashtra)

(Plan bearing number : C-1 (E) III/JJR/833—0710, dated the 2nd July, 2010)

All Rights :

Sl. No.	Name of village	Patwari Circle number	Name of Tahsil	Name of District	Area in hectares	Remarks
1.	Chikhali	109	Wani	Yavatmal	51.42	Part
Total : 51.42 Hectares (approximately)						or 127.05 Acres (approximately)

Plot numbers acquired in village Chikhali :

15, 16/1A, 16/1B, 16/2A, 16/2B, 17, 21/1, 21 2, 22/1, 22/2, 22/3, 23, 24/1, 24/2, 24/3, 25, 26/1, 26/2, 27, 28, 29, 38, 39, 40, 41, 42, 43/1, 43/1A, 43/2, 43/3, 44.

Boundary description :

A-B-C-D-E Line starts from Point 'A' in village Chikhali and passes nearby Point 'B'—'C'—'D' along with the outer boundary of plot numbers 38, 39, 44, 43/1A, 43/1, 42 2, 43/3 and meets at Point 'E'.

- E-F-G-H: Line passes through village Chikhali nearby Point 'F'– 'G' along with the outer boundary of plot numbers 43/3/ 24/2, 24/3, 16/1B, 16/2A, 15, 17, 21/2, 21/1, 28, 29 and meets at Point 'H'.
- H-I-J-A : Line passes through village Chikhali nearby Point 'I'– 'J'–'K' along with outer boundary of plot numbers 29, 28, 27, 22/1, 26/1, 40, 39, 38 and meets at Point 'A'.

[E No. 43015/18/2009-PRIW-II]

S. C. BHALLA, Director

नई दिल्ली, 19 नवम्बर, 2010

का.आ. 2920.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 755, तारीख 10 मार्च, 2010 द्वारा जो भारत के राजपत्र, भाग-II, खंड-3, उपखंड (ii), तारीख 20 मार्च, 2010 में प्रकाशित की गई थी, उक्त अधिसूचना से संलग्न अनुसूची में यथा विनिर्दिष्ट अवस्थापन में ऐसी भूमि में या उस पर के सभी अधिकारों के अर्जन करने के अपने आशय की सूचना दी थी;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और महाराष्ट्र सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है, कि इसे संलग्न अनुसूची में यथा वर्णित 3.59 हेक्टर (लगभग) या 8.87 एकड़ (लगभग) माप वाली भूमि और ऐसी भूमि में या उस पर के सभी अधिकार अर्जित किए जाने चाहिएं;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 9 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि, अनुसूची में यथा वर्णित 3.59 हेक्टर (लगभग) या 8.87 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्या सी-1(ई)/III/जेजेएमआर/829-0510, तारीख 20 मई, 2010 का निरीक्षण कलक्टर, चन्द्रपुर (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1, कार्डसिल हाउस स्ट्रीट, कोलकाता (पिन 700 001) के कार्यालय में या वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोल इस्टेट, सिविल लाईन्स, नागपुर 440 001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

अनुसूची

देउलवाड़ा एक्सपेंशन ब्लॉक

माजरी क्षेत्र

जिला-चन्द्रपुर (महाराष्ट्र)

(रेखांक संख्या सी-1) (ई)/III/जेजेएमआर/829 0510,

तारीख 20 मई, 2010)

सभी अधिकार :

क्रम संख्या	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्रफल (हेक्टर में)			टिप्पणी
					आबादी	सरकारी	वन	
1.	देउलवाड़ा	4	भद्रावती	चंद्रपुर	3.59	—	—	भाग

कुल क्षेत्र : 3.59 हेक्टर (लगभग)

या 8.87 एकड़ (लगभग)

ग्राम देउलवाड़ा में अर्जित किए गए प्लॉट संख्यांक :

80

सीमा वर्णन :

क ख रेखा बिन्दु "क" से आरंभ होती है और प्लॉट संख्या 80 और प्लॉट संख्या 78 की सम्मिलित ग्राम सीमा में लगकर गुजरती है और बिन्दु "ख" पर मिलती है।

- ख-ग रेखा प्लॉट संख्या 80 और प्लॉट संख्या 77 की सम्मिलित सीमा से लगकर गुजरती है फिर प्लॉट संख्या 80 और प्लॉट संख्या 81 की सम्मिलित सीमा से लगकर गुजरती है और बिन्दु "ग" पर मिलती है ।
- ग-घ रेखा प्लॉट संख्या 80 और प्लॉट संख्या 82 की सम्मिलित सीमा से लगकर गुजरती है फिर प्लॉट संख्या 80 और प्लॉट संख्या 83 की सम्मिलित सीमा से गुजरती है और बिन्दु "घ" पर मिलती है ।
- घ-क रेखा प्लॉट संख्या 80 और प्लॉट संख्या 79 की सम्मिलित सीमा से लगकर गुजरती है और आरंभिक बिन्दु "क" पर मिलती है ।

[फा. सं. 43015/29/2008-पोआरआईडब्ल्यू. 1]

एस. सी. भाटिया, निदेशक

New Delhi, the 19th November, 2010

S. O. 2920—Whereas by the notification of the Government of India in the Ministry of Coal number S. O. 755, dated the 10th March, 2010, issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section 3, sub-section (ii) dated the 20th March, 2010, the Central Government gave notice of its intention to acquire the lands and all rights in or over such land in the locality specified in the Schedule annexed to that notification:

And whereas, the competent authority in pursuance of section 8 of the said Act, has made his report to the Central Government;

And whereas, the Central Government after considering the aforesaid report and after consulting to the Government of Maharashtra, is satisfied that the land measuring 3.59 hectares (approximately) or 8.87 acres (approximately) and all rights in or over such land, as described in the Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act the Central Government hereby declares that the land measuring 3.59 hectares (approximately) or 8.87 acres (approximately) and all rights in or over such land as described in the Schedule are hereby acquired.

The plan bearing number C-1 (E) III/JJMR/829—0510, dated the 20th May, 2010 of the area covered by this notification, may be inspected in the office of the Collector, Chandrapur (Maharashtra) or in the office of the Coal Controller, 1, Council House Street, Kolkata (Pin 700 001) or in the office of the General Manager, Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra).

SCHEDULE**DEULWADA EXPANSION BLOCK****MAJRI AREI****DISTRICT CHANDRAPUR (MAHARASHTRA)**

[Plan bearing number : C-1 (E) III/JJMR/829—0510, dated the 20th May, 2010]

ALL RIGHTS :

Sl. No	Name of Village	Patwari Circle number	Tahsil	District	Area in hectares			Total	Remarks
					Tenancy	Govt.	Forest		
1.	Deulwada	4	Bhadra-wati	Chandra-pur	3.59			3.59	Part

Total : 3.59 hectares (approximately)
or 8.87 acres (approximately)

Plot numbers acquired in village Deulwada :

Boundary description :

- A-B : Line starts from Point 'A' in village Deulwada and passes along the common boundary of plot number 80 and plot number 78 and meets at point 'B'.
- B-C : Line passes along the plot number 80 and plot number 77, then passes along the plot number 80 and plot number 81 and meets at point 'C'.
- C-D : Line passes along the boundary of plot number 80 and plot number 82, then passes along the plot number 80 and plot number 83 and meets at point 'D'.
- D-A : Line passes along the plot number 80 and plot number 79 and meets at starting point 'A'.

[F.No. 43015/29/2008-PRIW-I]

S. C. BHATTIA, Director

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 2921.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसमें पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 2643, तारीख 17 सितम्बर, 2009 द्वारा जो भारत के राजपत्र, भाग-II, खंड 3, उप-खंड (ii), तारीख 26 सितम्बर, 2009 में प्रकाशित की गई थी, उक्त अधिसूचना से संलग्न अनुसूची में यथा विनिर्दिष्ट परिक्षेत्र में ऐसी भूमि में या उस पर के सभी अधिकारों के अर्जन करने के अपने आशय की सूचना दी थी;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और महाराष्ट्र सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है, कि इसे संलग्न अनुसूची में यथा वर्णित 740.85 हेक्टर (लगभग) या 1830.64 एकड़ (लगभग) माप वाली भूमि और ऐसी भूमि में या उस पर के सभी अधिकार अर्जित किए जाने चाहिए;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 9 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि, अनुसूची में यथा वर्णित 740.85 हेक्टर (लगभग) या 1830.64 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्या सी-1(ई)/III/एफयूआर/838-0810, तारीख 14 अगस्त, 2010 का निरीक्षण कलक्टर, यवतमाल (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता (पिन- 700 001) के कार्यालय में या महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोल इस्टेट, सिविल लाईन्स, नागपुर-440 001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

अनुसूची**गोकुल ओपनकास्ट ब्लॉक****उमरेर क्षेत्र****जिला-नागपुर (महाराष्ट्र)**

[रेखांक संख्या सी-1 (ई)/III/एफयूआर/838-0810, तारीख 14 अगस्त, 2010]

सभी अधिकार :**तहसील-भिवानपुर****जिला-नागपुर**

क्रम सं.	ग्राम का नाम	पटवारी सर्कल संख्या	क्षेत्रफल (हेक्टर में)	टिप्पणी
(1)	(2)	(3)	(4)	(5)
1.	पिराया	40क	318.18	भाग
2.	पोलगांव	40क	166.44	भाग
3.	सुकली	40क	246.70	भाग
4.	बेसुर	40क	9.53	भाग

कुल : 740.85 हेक्टर (लगभग)

या 1830.64 एकड़ (लगभग)

ग्राम पिराया में अर्जित किए गए प्लॉट संख्यांक :—

1, 2, 3(वन), 4/1, 4/2, 4/3, 4/4, 5, 6, 7, 8/1, 8/2, 8/3, 9ए, 9बी, 9सी, 10ए, 10/बी, 11, 12/1, 12/2, 13/1, 13/2, 14/1, 14/2, 14/3, 14/4, 15, 16/1, 16/2, 18, 19(वन), 20, 21, 22, 23, 24/1, 24/2, 25/1, 25/2, 26, 27, 28/1, 28/2, 29/1, 29/2, 29/3, 30, 31, 32 (वन), 33, 34/1, 34/2, 35/1, 35/2, 35/3, 36, 37/1, 37/2, 38/1, 38/2, 39, 40/1, 40/2, 40/3, 41ए, 41बी, 42/1, 42/2, 43, 44, 45/1, 45/2, 45/3, 46/1, 46/2, 47, 48, 55, 56/1, 56/2, 56/3, 57/1, 57/ए, 57/2, 57/3, 58/1, 58/2, 59, 60/1, 60/2, 61, 62, 63, 64/ए1, 64/ए2, 64/बी, 65/1, 65/2ए, 65/2बी, 65/3, 65/4, 66, 67/1, 67/2, 68, 69, 70, 71, 72, 73, 74, 75, 76/1, 76/2, 76/3, 77, 78/1, 78/2, 78/3, 79ए, 79बी, 80, 81, 82/1, 82/2, 83, 84, 85, 86, 87, 88, 89, 90, 91/1, 91/2, 92, 93, 94, 95/1, 95/2, 96, 97, 98/1, 98/2, 99, 100/1, 100/2, 101, 102/1, 102/2, 103/1, 103/2, 104/1, 104/1ए, 104/2, 105, 106, 107, 108/1, 108/2, 108/3, 109, 110/1, 110/2, 110/3, 110/4, 111/1, 111/2, 112, 113/1ए, 113/1बी, 113/2ए, 113/2बी, 114, 115, 117, 118, 119, 120/1, 120/2, 121, 122/1, 122/2ए, 122/2बी, 122/3ए, 122/3बी, 122/3सी, 123(भाग), 124/1(भाग), 124/2(भाग), 125/ए1, 125/ए2(भाग), 125/बी, 126/1(भाग), 126/2(भाग), 126/3(भाग), 127/1(भाग), 127/2(भाग), 129, 130(भाग), 131/1(भाग), 131/2(भाग), 134/1(भाग), 134/2(भाग), 134/3, 135/1ए(भाग), 135/1बी(भाग), 135/2ए(भाग), 135/2बी(भाग), 135/3, 135/4(भाग), 136/1, 136/2, 137, 138(वन), 139/1, 139/2, 140, 144/1, 144/2, 144/3, 191(वन), 197/1, 197/2, 198, 199, 200/1, 200/2, 200/3, 206/1ए, 206/ए2, 206/2, 206/3, 206/4ए, 206/4बी, 207, 208, 209, 210/1, 210/2, 210/3, 211/1, 211/2, 212/1, 212/2, 212/3, 213, 214, 215, 216, 217, 218, सड़क (भाग), नाला (भाग) ।

ग्राम पोलगांव में अर्जित किए गए प्लॉट संख्यांक :—

17, 18, 19, 20, 261(वन), 262, 263, 264, 265, 266, 267, 268/1, 268/2, 268/3, 294(वन), 295, 296, 297/1, 297/2, 297/3, 298/1, 298/2, 298/3, 298/3ए, 298/4, 298/5, 299, 300/1, 300/2, 300/3, 300/4, 301, 302, 303/1, 303/2, 304, 305/1, 305/2, 306/1, 306/1ए, 306/2, 307, 308, 309/1, 309/2, 309/3, 315, 316, 317, 318/1ए, 318/1बी, 318/2ए, 318/2बी, 318/3, 318/4, 319, 320, 321/1, 321/2, 321/3, 321/4, 324/1, 324/2, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335/1ए, 335/1बी, 335/2, 335/3, 336, 337/1, 337/2ए, 337/2बी, 338/1ए, 338/1बी, 338/1ए1, 338/2, 338/2ए, 338/2बी, 338/3, 339/1, 339/2ए, 339/2बी, 339/3, 339/4, 340, 341, 342/1, 342/2, 343/1, 343/2, 343/3, 344, 345, 346, 347/1, 347/2, 347/3, 347/4, 347/5, सड़क (भाग), नाला (भाग) ।

ग्राम सुकली में अर्जित किए गए प्लॉट संख्यांक :—

24/1, 24/2, 24/3, 25/1, 25/2, 25/3, 26/1, 26/2, 26/3, 27, 28, 29/1, 29/2ए, 29/2बी, 49/ए, 49/बी, 49/सी, 49/डी, 50/ए, 50/बी, 51, 52/1, 52/2, 53, 54/1, 54/2ए, 54/2बी, 57, 79/1, 79/2, 80, 81, 82/1, 82/2, 82/3, 82/4, 83, 84, 85/1, 85/2, 85/3, 85/4, 85/5, 85/6, 86, 87/ए, 87/बी, 88/1, 88/2, 88/3, 88/4, 89/ए1, 89/ए2, 89/बी, 90/1, 90/2, 90/3, 91, 92, 93, 94/1, 94/2, 94/3, 95, 96, 97/1, 97/2, 98/1, 98/2, 99, 100, 101, 102/1, 102/2, 103, 104, 105/1, 105/2, 105/3, 106, 107/1, 107/2, 108/1, 108/2, 109, 110, 111/1, 111/2, 112/ए, 112/बी, 112/सी, 113, 114, 115, 116, 117, 118/1ए, 118/1बी, 118/2, 118/3, 118/4, 119, 120, 121, 122, 123, 124/1, 124/2, 125, 126/ए1, 126/ए2, 126/ए3, 126/बी, 126/सी, 127, 128, 129, 130/1, 130/2, 130/3, 130/4, 131, 132, 133, 134/1, 134/2, 135/1, 135/2, 140, सड़क (भाग), नाला (भाग) ।

ग्राम बेसुर में अर्जित किए गए प्लॉट संख्यांक :—

195/1, 195/2, 196/1, 196/2, 197, 198/1, 198/2, 199 ।

सीमा वर्णन

क-ख रेखा बिन्दु "क" से आरंभ होती है और ग्राम पिराया से गुजरती हुई प्लॉट संख्यांक 122/1, 124/2, 124/1, 125/बी, की बाह्य सीमा से होते हुए सड़क पार करती है और प्लॉट संख्यांक 126/1, 126/2, 126/3, 129, 130(भाग), 131/2(भाग), 131/1(भाग), 134/2(भाग), 134/3, 144/1, 144/2, 140, 139/1, की बाह्य सीमा से होते हुए फिर सड़क पार करती है और प्लॉट संख्या 138 (वन) की बाह्य सीमा से होते हुए फिर सड़क पार करती है और प्लॉट संख्या 1 (आबादी) की बाह्य सीमा से होकर सड़क पार करती है और प्लॉट संख्यांक 191(वन), 213, 206/1ए, 200/3, 200/2, 200/1, 199, 197/2, की बाह्य सीमा के साथ जाती हुई ग्राम पिराया तथा ग्राम पोलगांव की सम्मिलित ग्राम सीमा को पार करती है और बिन्दु 'ख' पर मिलती है ।

ख-ग रेखा ग्राम पोलगांव से गुजरती हुई प्लॉट संख्यांक 19, 20, 17, 347/1, 340, 339/3, 339/2बी, 339/2ए, 339/1, 297/1, 297/2, की बाह्य सीमा के साथ जाती हुई सड़क पार करती है और प्लॉट संख्यांक 294(वन), 268/1, 268/2, 268/3, 265, 261(वन), 263, 262 की बाह्य सीमा के साथ जाती हुई सड़क पार करती है तथा प्लॉट संख्यांक 307, 308, 309/1, 315, 321/4, 321/3, 321/2, 325, 324/1, 324/2 की बाह्य सीमा के साथ जाती हुई ग्राम पोलगांव तथा ग्राम सुकली की सम्मिलित ग्राम सीमा को पार करती है और बिन्दु 'ग' पर मिलती है ।

ग-घ रेखा ग्राम सुकली से गुजरती हुई प्लॉट संख्यांक 140, 133, 134/1, 134/2, 135/2, की बाह्य सीमा के साथ जाती हुई सड़क पार करती है और प्लॉट संख्यांक 82/4, 82/1, 82/2, 82/3, 81, 80, 79/1 की बाह्य सीमा के साथ जाती हुई नाला पार करती है और प्लॉट संख्या 57 से होते हुए नाला पार करती है और प्लॉट संख्यांक 53, 54/2बी, 54/1, 49/ए, 49/बी, 49/सी, 29/1, 29/2ए, 28, 27, 24/3, से होकर नाले की बाह्य सीमा के साथ जाती हुई, नाले के मध्य से ग्राम सुकली तथा ग्राम पिराया की सम्मिलित ग्राम सीमा पर बिन्दु 'घ' पर मिलती है।

घ-क : रेखा ग्राम पिराया में नाले से होकर, प्लॉट संख्यांक 48, 47 की बाह्य सीमा के साथ जाती हुई सड़क पार करती है फिर प्लॉट संख्यांक 55, 56/2, 57/1ए, 57/3, 57/2 की बाह्य सीमा से जाते हुए, ग्राम पिराया और ग्राम बेसुर की सम्मिलित ग्राम सीमा को पार करती है, फिर ग्राम बेसुर में प्लॉट संख्यांक 195/1, 195/2, 196/2, 196/1 की बाह्य सीमा से होते हुए ग्राम बेसुर और ग्राम पिराया की सम्मिलित ग्राम सीमा को पार करती है, फिर ग्राम पिराया में प्लॉट संख्यांक 115, 114, 113/2बी, 113/1ए, 113/1बी, 117, 118, 119, 120/2, 120/1, 121 की बाह्य सीमा के साथ जाती है और आरंभिक बिन्दु 'क' पर मिलती है।

[फा. सं. 43015/12/2006-पीआरआईडब्ल्यू ।।]

एस. सी. भाटिया, निदेशक

New Delhi, the 22nd November, 2010

S.O. 2921.—Whereas by the notification of the Government of India in the Ministry of Coal number S. O. 2643, dated the 17th September, 2009, issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (30 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section-3, sub-section (ii) dated the 26th September, 2009, the Central Government gave notice of its intention to acquire the land and all rights in or over such land in the locality specified in the Schedule annexed to that notification;

And whereas, the competent authority in pursuance of Section 8 of the said Act, has made his report to the Central Government;

And whereas, the Central Government after considering the report aforesaid and after consulting to the Government of Maharashtra, is satisfied that the land measuring 740.85 hectares (approximately) or 1830.64 acres (approximately) and all rights in or over such land as described in the Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 9 of the said Act the Central Government hereby declares that the land measuring 740.85 hectares (approximately) or 1830.64 acres (approximately) and all rights in or over such land as described in the Schedule are hereby acquired.

The plan bearing number C-1(E)III/FUR/838 - 0810, dated the 14th August, 2010 of the area covered by this notification, may be inspected at the Office of the Collector, Nagpur (Maharashtra) or at the Office of the Coal Controller, 1, Council House Street, Kolkata (Pin 700 001) or at the Office of the General Manager, Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur - 440 001 (Maharashtra).

SCHEDULE

GUKUL OPEN CAST BLOCK

UMRER AREA

DISTRICT NAGPUR (MAHARASHTRA)

[Plan bearing number : C-1 (E) III/FUR/838-0810, dated the 14th August, 2010]

All Rights :

Tahsil—Bhiwapur

District- Nagpur

Sl. No	Name of Village	Patwari circle number	Area in hectares	Remarks
(1)	(2)	(3)	(4)	(5)
1.	Piraya	40A	318.18	Part
2.	Polgaon	40A	166.44	Part
3.	Sukali	40A	246.70	Part
4.	Besur	40A	9.53	Part

Total : 740.85 hectares (approximately)
or 1830.64 acres (approximately)

Plot numbers acquired in village Piraya :

1, 2, 3(Forest), 4/1, 4/2, 4/3, 4/4, 5, 6, 7, 8/1, 8/2, 8/3, 9A, 9B, 9C, 10A, 10/B, 11, 12/1, 12/2, 13/1, 13/2, 14 +17/1, 14+17/2, 15, 16/1, 16/2, 18, 19(Forest), 20, 21, 22, 23, 24/1, 24/2, 25/1, 25/2, 26, 27, 28/1, 28/2, 29/1, 29/2, 29/3, 30, 31, 32 (Forest), 33, 34/1, 34/2, 35/1, 35/2, 35/3, 36, 57/1A37/1, 37/2, 38/1, 38/2, 39, 40/1, 40/2, 40/3, 41A, 41B, 42/1, 42/2, 43, 44, 45/1, 45/2, 45/3, 46/1, 46/2, 47, 48, 55, 56/1, 56/2, 56/3, 57/1, 57/2, 57/3, 58/1, 58/2, 59, 60/1, 60/2, 61, 62, 63, 64/A1, 64/A2, 64/B, 65/1, 65/2A, 65/2B, 65/3, 65/4, 66, 67/1, 67/2, 68, 69, 70, 71, 72, 73, 74, 75, 76/1, 76/2, 76/3, 77, 78/1, 78/2, 78/3, 79A, 79B, 80, 81, 82/1, 82/2, 83, 84, 85, 86, 87, 88, 89, 90, 91/1, 91/2, 92, 93, 94, 95/1, 95/2, 96, 97, 98/1, 98/2, 99, 100/1, 100/2, 101, 102/1, 102/2, 103/1, 103/2, 104/1, 104/1A, 104/2, 105, 106, 107, 108/1, 108/2, 108/3, 109, 110/1, 110/2, 110/3, 110/4, 111/1, 111/2, 112 113/1A 113/1B, 113/2A, 113/2B 114, 115, 117, 118, 119, 120/1, 120/2, 121, 122/1, 122/2A, 122/2B, 22/3A, 122/3B, 122/3C, 123(Part) 124/1(Part), 124/2(Part), 125/A 1, 125/A2 (Part), 125/B, 126/1(Part), 126/2(Part), 126/3(Part), 127/1(Part), 127/2(Part), 129, 130(Part), 131/1(Part), 131/2(Part), 134/1(Part), 134/2(Part), 134/3, 135/1A(Part), 135/1B(Part), 135/2A(Part), 135/2B(Part), 135/3, 135/4(Part), 136/1, 136/2, 137, 138(Forest), 139/1, 139/2, 140, 144/1, 144/2, 144/3, 191(Forest), 197/1, 197/2, 198, 199, 200/1, 200/2, 200/3, 206/1A, 206/A2, 206/2, 206/3, 206/4A, 206/4B, 207, 208, 209, 210/1, 210/2, 210/3, 211/1, 211/2, 212/1, 212/2, 212/3, 213, 214, 215, 216, 217, 218, Road (Part), Nallah (Part).

Plot numbers acquired in village Polgaon :

17, 18, 19, 20, 261(Forest), 262, 263, 264, 265, 266, 267, 268/1, 268/2, 268/3, 294(Forest), 295, 296, 297/1, 297/2, 297/3, 298/1, 298/2, 298/3, 298/3A, 298/4, 298/5, 299, 300/1, 300/2, 300/3, 300/4, 301, 302, 303/1, 303/2, 304, 305/1, 305/2, 306/1, 306/1A, 306/2, 307, 308, 309/1, 309/2, 309/3, 315, 316, 317, 318/1A, 318/1B, 318/2A, 318/2B, 318/3, 318/4, 319, 320, 321/1, 321/2, 321/3, 321/4, 324/1, 324/2, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335/1A, 325/1B, 335/2, 335/3, 336, 337/1, 337/2A, 337/2B, 338/1A, 338/1B, 338/1A1, 338/2, 338/2A, 338/2B, 338/3, 339/1, 339/2A, 339/2B, 339/3, 339/4, 340, 341, 342/1, 342/2, 343/1, 343/2, 343/3, 344, 345, 346, 347/1, 347/2, 347/3, 347/4, 347/5, Road (Part), Nallah (Part).

Plot numbers acquired in village Sukali :

24/1, 24/2, 24/3, 25/1, 25/2, 25/3, 26/1, 26/2, 26/3, 27, 28, 29/1, 29/2A, 29/2B, 49/A, 49/B, 49/C, 49D, 50/A, 50/B, 51, 52/1, 52/2, 53, 54/1, 54/2A, 54/2B, 57, 79/1, 79/2, 80, 81, 82/1, 82/2, 82/3, 82/4, 83, 84, 85/1, 85/2, 85/3, 85/4, 85/5, 85/6, 86, 87/A, 87/B, 88/1, 88/2, 88/3, 88/4, 89/A1, 89/A2, 89/B, 90/1, 90/2, 90/3, 91, 92, 93, 94/1, 94/2, 94/3, 95, 96, 97/1, 97/2, 98/1, 98/2, 99, 100, 101, 102/1, 102/2, 103, 104, 105/1, 105/2, 105/3, 106, 107/1, 107/2, 108/1, 108/2, 109, 110, 111/1, 111/2, 112/A, 112/B, 112/C, 113, 114, 115, 116, 117, 118/1A, 118/1B, 118/2, 118/3, 118/4, 119, 120, 121, 122, 123, 124/1, 124/2, 125, 126/A1, 126/A2, 126/A3, 126/B, 126/C, 127, 128, 129, 130/1, 130/2, 130/3, 130/4, 131, 132, 133, 134/1, 134/2, 135/1, 135/2, 140, Road (Part), Nallah (Part).

Plot numbers to be acquired in village Besur :

195/1, 195/2, 196/1, 196/2, 197, 198/1, 198/2, 199.

Boundary description :

- A-B** Line starts from Point 'A' and passes through village Piraya along the outer boundary of plot numbers 122/1, 124/2, 124/1, 125/B, crosses road then passes along the outer boundary of plot number 126/1, 126/2, 126/3, 129, 130 (Part), 131/2 (Part), 131/1 (Part), 134/2 (Part), 134/3, 144/1, 144/2, 140, 139/1, again crosses road, then passes along with the outer boundary of plot number 138 (Forest) again crosses road and passes along the outer boundary of plot numbers 1 (Abadi) again crosses road, then passes along the outer boundary of plot numbers 191 (Forest), 213, 206/1A, 200/3, 200/2, 200/1, 199, 197/2, and meets on common village boundary of villages Piraya and Polgaon at Point 'B'.
- B-C** Line passes through village Polgaon along the outer boundary at plot numbers 19, 20, 17, 347/1, 340, 339/3, 339/2B, 339/2A, 339/1, 297/1, 297/2, crosses road and passes along the outer boundary of plot numbers 294(Forest), 268/1, 268/2, 268/3, 265, 261(Forest), 263, 262 crosses road and passes along the outer boundary of plot numbers 307, 308, 309/1, 315, 321/4, 321/3, 321/2, 325, 324/1, 324/2 and meets on common village boundary of villages Polgaon and Sukali at point 'C'.
- C-D** Line passes through village Sukali along the outer boundary of plot numbers 140, 133, 134/1, 134/2, 135/2, crosses road then passes along the outer boundary of plot numbers 82/4, 82/1, 82/2, 82/3, 81, 80, 79/1 crosses road then passes along the outer boundary of plot number 57, crosses nallah and passes along the outer boundary of plot numbers 53, 54/2B, 54/1, 49/A, 49/B, 49/C, 29/1, 29/2A, 28, 27, 24/3, then passes along the outer boundary of nallah and meets on center of nallah and common village boundary of villages Sukali and Piraya at point 'D'.
- D-A** Line passes through nallah in village Piraya along the outer boundary of plot numbers 48, 47, crosses road then passes along the outer boundary of plot numbers 55, 56/2, 57/1A, 57/3, 57/2 crosses common village boundary of villages Piraya and Besur and passes through village Besur along the outer boundary of plot numbers 195/1, 195/2, 196/2, 196/1 crosses common village boundary of villages Besur and Piraya, then passes through village Piraya along the outer boundary of plot numbers 115, 114, 113/2B, 113/1A, 113/1B, 117, 118, 119, 120/2, 120/1, 121 and meets at starting 'A'.

नई दिल्ली, 25 नवम्बर, 2010

का.आ. 2922.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अधीन भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 2707 तारीख 30 सितम्बर, 2009 द्वारा जो भारत के राजपत्र के भाग II, खण्ड 3, उप-खण्ड (ii) तारीख 3 अक्टूबर, 2009 में प्रकाशन की गई थी, उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र में ऐसी भूमि में या उस पर के सभी अधिकारों के अर्जन करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और महाराष्ट्र राज्य सरकार से परामर्श करने के पश्चात् यह समझा हो गया है कि उससे संलग्न अनुसूची में यथा वर्णित 410.96 हेक्टर (लगभग) या 1015.52 एकड़ (लगभग) माप वाली भूमि और ऐसी भूमि में या उस पर के सभी अधिकार अर्जित किए जाने चाहिए;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि, अनुसूची में वर्णित 410.96 हेक्टर (लगभग) या 1015.52 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्या सी-1(ई)/3/जेआर/821-0410, तारीख 10 अप्रैल, 2010 का निर्वाहण कलक्टर, चंद्रपुर (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता (ईन 700 001) के कार्यालय में या महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोल इस्टेट, सिविल लाईन्स, नागपुर-440 005, (महाराष्ट्र) के कार्यालय में किया जा सकता है।

अनुसूची

दुर्गापुर डीप विस्तार ओपनकास्ट ब्लॉक

चंद्रपुर क्षेत्र

जिला-चंद्रपुर (महाराष्ट्र)

[रेखांक सं. सी-1(ई)/3/जेआर/821-0410, तारीख 10 अप्रैल, 2010]

सभी अधिकार :

तहसील और जिला : चंद्रपुर

क्रम सं.	ग्राम का नाम	पटवारी सर्किल संख्या	क्षेत्रफल हेक्टर में (4)			कुल	टिप्पणीयां
			अभिधारी	सरकारी	वन		
1	2	3					5
1.	सिन्हाला	12	260.09	29.29	06.18	295.56	भाग
2.	चंद्रपुर खंड चंद्रपुर आरक्षित वन	काम्पार्टमेंट नंबर 400	—	—	59.20		
		401	—	—	54.26		
		402	—	—	01.94		
	कुल	हेक्टेयर में	260.09	29.29	121.58	410.96	(लगभग)
		एकड़ में	642.71	72.37	300.44	1015.52	(लगभग)

1. ग्राम सिन्हाला में अर्जित किए गए प्लॉट संख्यांक :

(i) अभिधारी भूमि :

2, 8/1, 9/1, 11/1, 11/2, 12, 13, 14, 17, 18, 22/1, 22/2, 22/3, 23, 24, 25, 26, 27, 28, 30, 31, 32, 33/1, 33/2, 35, 36, 37/1, 37/2, 37/3, 38, 39, 40, 113, 114, 115, 117, 118, 119, 120, 121/1, 121/2, 121/3, 122, 123, 124/1, 124/2, 125/1, 125/2, 126, 127/1, 127/2, 128, 129, 130, 131, 132, 133, 134, 135, 136/1, 136/2, 137/1, 137/2, 138, 139, 140/1, 140/2, 141/1, 141/2, 142, 143/1, 143/2, 144, 145/1, 145/2, 145/3, 145/4, 146, 147, 148, 149, 150, 151, 152/1, 152/2, 152/3, 152/4, 152/5, 153, 154, 156, 157, 158, 159, 160/1, 160/2, 160/3, 160/4, 161/1, 161/2, 162/1क, 162/1ख, 162/2क, 162/2ख, 163/1, 163/2, 164/1, 164/2, 165/1क, 165/1ख, 165/2, 166/1, 166/2, 167/1, 167/2, 168, 169/1, 169/2, 169/3, 170, 171/1, 171/2, 172/1, 172/2, 173/1क, 173/1ख, 173/2क, 173/2ख, 174, 175, 176/1, 176/2, 177, 178, 178/1ख, 178/2, 179/1, 179/2, 179/3, 180/1, 180/2, 180/3, 181/1, 181/2, 181/3, 181/4, 181/5, 182/1, 182/2, 182/3, 182/4, 183, 184, 185, 186/1, 186/2, 187/1, 187/2, 188/1, 188/2, 188/3, 189/1क, 189/1ख, 189/2, 190, 191/1, 191/2, 192/1, 192/2, 192/3, 193, 194, 195/1, 195/1क, 195/1ख, 195/2क, 195/2ख, 196, 197/1, 197/2, 197/3, 198, 199, 200, 201/क, 201/ख, 201/ग, 202/1, 202/2, 203, 204, 205/1, 205/2, 205/3, 205/4, 206/1, 206/2, 206/3, 206/4, 206/5, 206/6, 207, 208/1, 208/2, 208/3, 209/1, 209/2, 209/3, 210, 211, 212/1, 212/2, 213, 214/1, 214/2, 214/3, 214/4, 214/5, 214/6, 214/7, 214/8, 214/9, 214/10, 214/11, 214/12, 214/13, 217, 218, 219, 220, 221/1, 221/2, 221/3, 223, 224/1, 224/2, 225, 226, 227, 229/1, 229/2, 231, 232, 233, 235, 236, 237/1, 237/2, 240, 241, 242, 243, 244, 245, 246/1, 246/2, 247/1, 247/2, 248/1, 248/2, 251/1क, 251/1ख, 251/2, 252, 253/1, 253/2, 254, 255, 256, 257, 258, 259, 260, 261, 264/1, 270/1, 271/1, 272/1, 273, 274/1, 275/1, 276/1, 277, 278, 279, 280, 281, 282.

(ii) सरकारी भूमि :

1, 3, 4, 5, 6, 7, 15, 16, 19, 20, 21/1, 21/2, 29, 155, 215, 216, 222, 228, 230, 234, 238, 239, 249, 250, नाला (भाग), सड़क (भाग), आबादी।

(iii) वन भूमि :

262/1.

(iv) आरक्षित भूमि :

कम्पार्टमेंट संख्या 400 (भाग), 401 (भाग), 402 (भाग)।

सीमा वर्णन :

- क-ख रेखा बिन्दु 'क' से नाले के मध्य बिन्दु और ग्राम सिन्हाला तथा ग्राम मसाला टुकूम की सम्मिलित ग्राम सीमा से आरंभ होती है और फिर नाले के मध्य बिन्दु से गुजरती है, ग्राम बारवट और ग्राम सिन्हाला की सम्मिलित ग्राम सीमा के साथ गुजरती है और बिन्दु 'ख' पर मिलती है।
- ख-ग रेखा आरक्षित वन सीमा के कम्पार्टमेंट संख्या 388, और 389, की सम्मिलित सीमा तथा ग्राम सिन्हाला के प्लॉट संख्यांक 182/3, 182/4, 187/1, 187/2, 189/2, 190, 192/3, 197/1, 197/2, 210, 211, 212/2, 212/1, 213 की बाहरी सीमा से लगकर गुजरती है फिर नाला पार करती है और प्लॉट संख्यांक 214/7, 214/6, 214/5, 214/4 की बाहरी सीमा से लगकर गुजरती है और बिन्दु 'ग' पर मिलती है।
- ग-घ रेखा आरक्षित वन के कम्पार्टमेंट संख्या 400, 401, 402 से होकर गुजरती है और बिन्दु 'घ' पर मिलती है।
- घ-ङ रेखा आरक्षित वन के कम्पार्टमेंट संख्या 402, 401, 400 से होकर गुजरती है फिर ग्राम सिन्हाला और आरक्षित वन सीमा की सम्मिलित सीमा को पार करती है फिर ग्राम सिन्हाला से प्लॉट संख्यांक 262/1, 261 से होकर गुजरती है और बिन्दु 'ङ' पर मिलती है।
- ङ-च रेखा ग्राम सिन्हाला से होकर गुजरती है फिर प्लॉट संख्यांक 277, 275/1, 274/1, 276/1, 272/1, 271/1, 270/1, 264/1 की बाहरी सीमा से लगकर गुजरती है फिर सड़क पार करती है और प्लॉट संख्यांक 9/1, 11/2 की बाहरी सीमा से लगकर गुजरती है फिर ग्राम सिन्हाला और आरक्षित वन की सम्मिलित सीमा को पार करती है और कम्पार्टमेंट संख्या 400 से होकर गुजरती है और बिन्दु 'च' पर मिलती है।
- च-क रेखा ग्राम दुर्गापुर और आरक्षित वन कम्पार्टमेंट संख्या 400 की सम्मिलित सीमा से लगकर गुजरती है फिर ग्राम सिन्हाला और आरक्षित वन कम्पार्टमेंट संख्या 400 की सीमा से लगकर गुजरती है और ग्राम सिन्हाला से प्लॉट संख्यांक 33/1, 32, 35, 37/1, 40 की बाहरी सीमा से लगकर गुजरती है, फिर सड़क से लगकर गुजरती है और नाला पार करती है फिर सड़क से लगकर गुजरती है और प्लॉट संख्यांक 113, 115, 118, 117 की बाहरी सीमा से लगकर गुजरती है फिर नाले से होकर आरंभिक बिन्दु 'क' पर मिलती है।

New Delhi, the 25th November, 2010

S.O. 2922.— Whereas, by the notification of the Government of India in the Ministry of Coal number S.O. 2907, dated the 30th September, 2009, issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 3rd October, 2009, the Central Government gave notice of its intention to acquire the land and all rights in or over such land in the locality specified in the Schedule annexed to that notification;

And whereas, the competent authority in pursuance of section 8 of the said Act, has made his report to the Central Government;

And whereas, the Central Government after considering the report aforesaid and after consulting to the State Government of Maharashtra, is satisfied that the land measuring 410.96 hectares (approximately) or 1015.52 acres (approximately) and all rights in or over such lands as described in the Schedule appended hereto, should be acquired,

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government hereby declares that the land measuring 410.96 hectares (approximately) or 1015.52 acres (approximately) and all rights in or over such land as described in the Schedule are hereby acquired.

The plan bearing number C-1(E)III/JR/821 - 0410, dated the 10th April, 2010 of the area covered by this notification may be inspected at the office of the Collector, Chandrapur (Maharashtra) or at the office of the Coal Controller, 1, Council House Street, Kolkata (Pin 700 001) or at the office of the General Manager, Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440001 (Maharashtra)

SCHEDULE

DURGAPUR DEEP EXTENSION OPENCAST BLOCK

CHANDRAPUR AREA

DISTRICT—CHANDRAPUR (MAHARASHTRA)

[Plan bearing number: C-1(E)III/JR/821 - 0410, dated the 10th April, 2010]

ALL RIGHTS:

TEHSIL AND DISTRICT - CHANDRAPUR

Sl. No.	Name of Village	Patwari Circle number	Area in hectares			Total	Remarks
			Tenancy	Government	Forest		
(1)	(2)	(3)			(4)		(5)
1	Sinhala	"12	260.09	29.29	06.18	295.56	Part
2	Chandrapur Division, Chandrapur Reserve Forest	Compartment number 400 401 402	- - -	- - -	59.20 54.26 01.94	115.40	Part
	TOTAL:	In hectares	260.09	29.29	121.58	410.96	(Approximately)
		In acres	642.71	72.37	300.44	1015.52	(Approximately)

I. Plot numbers acquired in village Sinhala :**Tenancy Land :**

2, 8/1, 9/1, 11/1, 11/2, 12, 13, 14, 17, 18, 22/1, 22/2, 22/3, 23, 24, 25, 26, 27, 28, 30, 31, 32, 33/1, 33/2, 35, 36, 37/1, 37/2, 37/3, 38, 39, 40, 113, 114, 115, 117, 118, 119, 120, 121/1, 121/2, 121/3, 122, 123, 124/1, 124/2, 125/1, 125/2, 126, 127/1, 127/2, 128, 129, 130, 131, 132, 133, 134, 135, 136/1, 136/2, 137/1, 137/2, 138, 139, 140/1, 140/2, 141/1, 141/2, 142, 143/1, 143/2, 144, 145/1, 145/2, 145/3, 145/4, 146, 147, 148, 149, 150, 151, 152/1, 152/2, 152/3, 152/4, 152/5, 153, 154, 156, 157, 158, 159, 160/1, 160/2, 160/3, 160/4, 161/1, 161/2, 162/1A, 162/1B, 162/2A, 162/2B, 163/1, 163/2, 164/1, 164/2, 165/1A, 165/1B, 165/2, 166/1, 166/2, 167/1, 167/2, 168, 169/1, 169/2, 169/3, 170, 171/1, 171/2, 172/1, 172/2, 173/1A, 173/1B, 173/2A, 173/2B, 174, 175, 176/1, 176/2, 177, 178/1A, 178/1B, 178/2, 179/1, 179/2, 179/3, 180/1, 180/2, 180/3, 181/1, 181/2, 181/3, 181/4, 181/5, 182/1, 182/2, 182/3, 182/4, 183, 184, 185, 186/1, 186/2, 187/1, 187/2, 188/1, 188/2, 188/3, 189/1A, 189/1B, 189/2, 190, 191/1, 191/2, 192/1, 192/2, 192/3, 193, 194, 195/1, 195/1A, 195/1B, 195/2A, 195/2B, 196, 197/1, 197/2, 197/3, 198, 199, 200, 201/1A, 201/1B, 201/1C, 202/1, 202/2, 203, 204, 205/1, 205/2, 205/3, 205/4, 206/1, 206/2, 206/3, 206/4, 206/5, 206/6, 207, 208/1, 208/2, 208/3, 209/1, 209/2, 209/3, 210, 211, 212/1, 212/2, 213, 214/1, 214/2, 214/3, 214/4, 214/5, 214/6, 214/7, 214/8, 214/9, 214/10, 214/11, 214/12, 214/13, 217, 218, 219, 220, 221/1, 221/2, 221/3, 223, 224/1, 224/2, 225, 226, 227, 229/1, 229/2, 231, 232, 233, 235, 236, 237/1, 237/2, 240, 241, 242, 243, 244, 245, 246/1, 246/2, 247/1, 247/2, 248/1, 248/2, 251/1A, 251/1B, 251/2, 252, 253/1, 253/2, 254, 255, 256, 257, 258, 259, 260, 261, 264/1, 270/1, 271/1, 272/1, 273, 274/1, 275/1, 276/1, 277, 278, 279, 280, 281, 282.

(ii) Government Land:

1, 3, 4, 5, 6, 7, 15, 16, 19, 20, 21/1, 21/2, 29, 155, 215, 216, 222, 228, 230, 234, 238, 239, 249, 250, Nallah (Part), Road (Part), Abadi.

(iii) Forest Land

262/1.

(iv) Reserve Forest :

Compartment number 400 (Part), 401 (Part), 402 (Part).

Boundary description:

- 'A'-'B': Line starts from Point 'A' along the center point of nallah and common village boundary of villages Sinhala and Masala Tukum then again passes along the center point of nallah and common village boundary of villages Warwart and Sinhala and meets at Point 'B'.
- 'B'-'C': Line passes along the common boundary of Reserve Forest Compartment Numbers 388 and 399 and village Sinhala along the outer boundary of plot numbers 182/3, 182/4, 187/1, 187/2, 189/2, 190, 192/3, 197/1, 197/2, 210, 211, 212/2, 212/1, 213, crosses nallah then passes along with the outer boundary of plot numbers 214/7, 214/6, 214/5, 214/4, and meets at Point 'C'.
- 'C'-'D': Line passes through Reserved Forest in Compartment Numbers 400, 401, 402 and meets at Point 'D'.
- 'D'-'E': Line passes through Reserved Forest in Compartment Numbers 402, 401, 400, then crosses common boundary of village Sinhala and Reserved Forest then passes through village Sinhala in plot numbers 262/1, 261, and meets at Point 'E'.
- 'E'-'F': Line passes through village Sinhala then passes along with the outer boundary of plot numbers 277, 275/1, 274/1, 276/1, 272/1, 271/1, 270/1, 264/1, crosses village Road then passes along with the outer boundary of plot numbers 9/1, 11/2, then crosses the common village boundary of village Sinhala and Reserve Forest then passes through Compartment Number 400 and meets at Point 'F'.
- 'F'-'A': Line passes along with the common boundary of village Durgapur and Reserve Forest Compartment Number 400 then passes along the common boundary of village Sinhala and Reserve Forest Compartment Number 400 then passes through village Sinhala along with the outer boundary of plot numbers 33/1, 32, 35, 37/1, 40, then passes along the Road, crosses Nallah, again passes along the Road and then passes along the outer boundary of plot numbers 113, 115, 118, 117, then crosses Nallah and meets at starting point 'A'.

नई दिल्ली, 25 नवम्बर, 2010

का.आ. 2923.- केन्द्रीय सरकार ने, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसमें इसका इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) के अधीन भारत सरकार ने कोयला मंत्रालय के द्वारा जारी की गई अधिसूचना संख्यांक का.आ. 1709 तारीख 9 जून, 2009 जो भारत के राजपत्र के भाग II, खण्ड 3, उप-खण्ड (ii) तारीख 20 जून, 2009 में प्रकाशित की गई थी, इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 407.00 हेक्टर (लगभग) या 1000.00 एकड़ (लगभग) है;

और केन्द्रीय सरकार का यह समाधान हो गया है कि इस अधिसूचना की संलग्न अनुसूची में विहित की गई उक्त भूमि के भाग में कोयला अभिषेक है;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि का अर्जन करने की, अपने आशय की सूचना देती है। इससे संलग्न अनुसूची में विहित की गई 310.638 हेक्टर (लगभग) या 767.617 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकार एवं 59.302 हेक्टर (लगभग) या 146.541 एकड़ (लगभग) माप वाली भूमि में या उस पर के खनन अधिकार।

टिप्पण - 1 : इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. सी 1(ई)III/जीआर/840-0910, तारीख 9 फरवरी, 2010 को कलेक्टर, छिन्दिवाड़ा (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता- 700 001 के कार्यालय में या वेस्टर्न कोलफील्ड्स लिमिटेड, (राजस्व विभाग) कोल इस्टेट, सिविल लाईन्स, नागपुर 440 001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

टिप्पण - 2 : कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 8 के उपधारा की उप-धारा 8 आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध हैं :-

अर्जन की बाबत आपत्तियां :

“(8(1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना जारी की गई है, हितवद्ध है, अधिसूचना के जारी किए जाने से तीस दिनों के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के विन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण :-

1. इस धारा के भीतर यह आपत्ति नहीं मानी जाएगी, कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिएं।

2. उप-धारा (1) के अधीन प्रत्येक आपत्ति सक्षम अधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी को आपत्तियों को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अनिश्चितताएं, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उप-धारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए भेगा।

3. इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितवद्ध समझा जायेगा जो प्रतिकर में हित का दावा करने का दावा करता होता, यदि भूमि या ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।”

टिप्पण 3 : केन्द्रीय सरकार ने, कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता- 700 001 को उक्त अधिनियम की धारा 3 के अधीन अधिसूचना संख्या का.आ. 2519, तारीख 27 मई, 1983 द्वारा भारत के राजपत्र, भाग II, खण्ड 3, उप-खण्ड (ii), तारीख 11 जून, 1983 द्वारा प्रकाशित सक्षम प्राधिकारी नियुक्त किया जाता है।

अनुसूची

(भाग-‘क’)

जमुनिया ब्लॉक

पेंच क्षेत्र

जिला-छिन्दवाड़ा (मध्य प्रदेश)

[रेखांक सं. सी-1(ई)III/जीआर/840-0910, तारीख 9 सितम्बर, 2010]

सभी अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	जमुनिया	18	29	192	परासिया	छिन्दवाड़ा	0.283	भाग
कुल क्षेत्र					0.283 हेक्टर (लगभग) या 0.699 एकड़ (लगभग)			

ग्राम जमुनिया के भाग-‘क’ में अर्जित किए जाने वाले प्लॉट संख्यांक :

निजी भूमि : 13/2

भाग-‘क’ के सीमा वर्णन :

क1-क2-क3-क1 : रेखा बिन्दु ‘क1’ से आरंभ होती है और बिन्दु ‘क2’-‘क3’ के पास से गुजरती हुई प्लॉट संख्या 13/2 की बाह्य सीमा के साथ-साथ जाती है और आरंभिक बिन्दु ‘क1’ पर मिलती है।

अनुसूची

(भाग-‘ख’)

जमुनिया ब्लॉक

पेंच क्षेत्र

जिला-छिन्दवाड़ा (मध्य प्रदेश)

[रेखांक सं. सी-1(ई)III/जीआर/840-0910, तारीख 9 सितम्बर, 2010]

सभी अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	जमुनिया	18	29	192	परासिया	छिन्दवाड़ा	1.362	भाग
कुल क्षेत्र							1.362 हेक्टर (लगभग) या 3.366 एकड़ (लगभग)	

ग्राम जमुनिया के भाग-‘ख’ में अर्जित किए जाने वाले प्लॉट संख्यांक :

निजी भूमि : 9/3(भाग), 9/4(भाग), 10/1, 10/2, 10/3, 10/4, 10/5

भाग-‘ख’ के सीमा वर्णन :

ख1-ख2-ख3 : रेखा बिन्दु ‘ख1’ ग्राम जमुनिया से आरंभ होती है और बिन्दु ‘ख2’ के पास से गुजरती हुई प्लॉट संख्यांक 9/3 और 9/4 से होकर गुजरती है फिर प्लॉट संख्यांक 9/3, 10/1, 10/2, 10/3, 10/4, 10/5 की बाह्य सीमा से गुजरती हुई बिन्दु ‘ख3’ पर मिलती है।

ख3-ख4-ख। : रेखा बिन्दु 'ख 4' के पास के गुजरती हुई प्लॉट संख्यांक 10/5, 10/4, 10/3, 10/2, 10/1, 9/3 की बाह्य सीमा से गुजरती हुई आरंभिक बिन्दु 'ख।' पर मिलती है।

अनुसूची

(भाग- 'ग')

जमुनिया ब्लॉक

पेंच क्षेत्र

जिला-छिन्दवाड़ा (मध्य प्रदेश)

[रेखांक सं. सी-1(ई)III/जीआर/840-0910, तारीख 9 सितम्बर, 2010]

सभी अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	जमुनिया	18	29	192	परासिया	छिन्दवाड़ा	1.517	भाग
कुल क्षेत्र :							1.517 हेक्टर (लगभग)	या 3.749 एकड़ (लगभग)

ग्राम जमुनिया के भाग- 'ग' में अर्जित किए जाने वाले प्लॉट संख्यांक :

निजी भूमि : 11/2, 11/3

भाग- 'ग' के सीमा वर्णन :

ग।-ग2-ग3-ग4 : रेखा बिन्दु 'ग 1' ग्राम जमुनिया से आरंभ होती है और बिन्दु 'ग 2'- 'ग3' के पास से गुजरती हुई प्लॉट संख्यांक 11/2 की बाह्य सीमा के साथ गुजरती है और बिन्दु 'ग4' पर मिलती है।

ग4-ग5-ग। : रेखा बिन्दु 'ग 5' के पास के गुजरती हुई प्लॉट संख्यांक 11/3, 11/2 की बाह्य सीमा से गुजरती है और आरंभिक बिन्दु 'ग।' पर मिलती है।

अनुसूची

(भाग- 'घ')

जमुनिया ब्लॉक

पेंच क्षेत्र

जिला-छिन्दवाड़ा (मध्य प्रदेश)

[रेखांक सं. सी-1(ई)III/जीआर/840-0910, तारीख 9 सितम्बर, 2010]

सभी अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	जमुनिया	18	29	192	परासिया	छिन्दवाड़ा	3.586	भाग
कुल क्षेत्र :							3.586 हेक्टर (लगभग)	या 8.861 एकड़ (लगभग)

ग्राम जमुनिया के भाग- 'घ' में अर्जित किए जाने वाले प्लॉट संख्यांक :

निजी भूमि : 12/1, 12/2, 12/3

भाग-‘घ’ के सीमा वर्णन :

घा-घ2-घ3-घ4-घा : रेखा बिन्दु ‘घ 1’ ग्राम जमुनिया से आरंभ होती है और बिन्दु ‘घ 2’-‘घ3’-‘घ4’ के पास से गुजरती हुई प्लॉट संख्यांक 12/2, 12/3, 12/1 फिर 12/2 की बाह्य सीमा से गुजरती है और प्रारम्भ बिन्दु ‘घा 1’ पर मिलती है।

अनुसूची

(भाग-‘ड’)

जमुनिया ब्लॉक

पेंच क्षेत्र

जिला-छिन्दवाड़ा (मध्य प्रदेश)

[रेखांक सं. सी-III/जीआर/840-0910, तारीख 9 सितम्बर, 2010]

सभी अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	जमुनिया	18	29	192	परासिया	छिन्दवाड़ा	7.827	भाग
कुल क्षेत्र :							7.827 हेक्टर (लगभग)	
							या 19.341 एकड़ (लगभग)	

ग्राम जमुनिया के भाग-‘ड’ में अर्जित किए जाने वाले प्लॉट संख्यांक :

निजी भूमि : 3/1 (भाग), 3/2, 4 (भाग), 5/1, 5/2, 5/3 (भाग), 5/4, 5/5, 5/6, 6, 7/1 (भाग), 7/2

भाग-‘ड’ के सीमा वर्णन :

ड1-ड2 : रेखा बिन्दु ‘ड1’ (से आरंभ होती है और ग्राम जमुनिया के प्लॉट संख्यांक 7/1, 3/1, 4 से होकर गुजरती है और बिन्दु ‘ड2’ पर मिलती है।

ड2-ड3-ड4-ड5-ड6-ड1 : रेखा बिन्दु ‘ड 3’-‘ड 4’-‘ड 5’-‘ड 6’ के पास से गुजरती हुई प्लॉट संख्यांक 5/3, 5/2, 5/1, 5/5, 3/2, 7/2 7/1 की बाह्य सीमा से होकर गुजरती है और आरंभिक बिन्दु ‘ड 1’ पर मिलती है।

अनुसूची

(भाग-‘च’)

जमुनिया ब्लॉक

पेंच क्षेत्र

जिला-छिन्दवाड़ा (मध्य प्रदेश)

[रेखांक सं. सी-1(ई)III/जीआर/840-0910, तारीख 9 सितम्बर, 2010]

सभी अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	जमुनिया	18	29	192	परासिया	छिन्दवाड़ा	0.975	भाग
कुल क्षेत्र :							0.975 हेक्टर (लगभग)	
							या 2.409 एकड़ (लगभग)	

ग्राम जमुनिया के भाग-‘च’ में अर्जित किए जाने वाले प्लॉट संख्यांक :

निजी भूमि : 56

भाग-‘च’ के सीमा वर्णन :

च1-च2-च3-च1: रेखा बिन्दु ‘च 1’ से आरंभ होती है और ग्राम जमुनिया के प्लॉट संख्या 56 की बाह्य सीमा तथा बिन्दु ‘च 2’, ‘च 3’ के पास से गुजरती है और आरंभिक बिन्दु ‘च 1’ पर मिलती है।

अनुसूची

(भाग-‘छ’)

जमुनिया ब्लॉक

पेंच क्षेत्र

जिला-छिन्दवाड़ा (मध्य प्रदेश)

[रेखांक सं. सी-1(ई)III/जीआर/840-0910, तारीख 9 सितम्बर, 2010]

सभी अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	जमुनिया	18	29	192	परासिया	छिन्दवाड़ा	0.282	भाग
कुल क्षेत्र :							0.282 हेक्टर (लगभग)	या 0.697 एकड़ (लगभग)

ग्राम जमुनिया के भाग-‘छ’ में अर्जित किए जाने वाले प्लॉट संख्यांक :

निजी भूमि : 29 (भाग)

भाग-‘छ’ के सीमा वर्णन :

छ1-छ2-छ3: रेखा बिन्दु ‘छ 1’ से आरंभ होती है और ग्राम जमुनिया के प्लॉट संख्या 29 की बाह्य सीमा के साथ आगे बढ़ती हुई बिन्दु ‘छ 2’ के पास से गुजरती हुई बिन्दु ‘छ 3’ पर मिलती है।

छ 3-छ1 : रेखा प्लॉट संख्या 29 से होकर गुजरती है और आरंभिक बिन्दु ‘छ 1’ पर मिलती है।

अनुसूची

(भाग-‘ज’)

जमुनिया ब्लॉक

पेंच क्षेत्र

जिला-छिन्दवाड़ा (मध्य प्रदेश)

[रेखांक सं. सी-1(ई)III/जीआर/840-0910, तारीख 9 सितम्बर, 2010]

सभी अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	जमुनिया	18	29	192	परासिया	छिन्दवाड़ा	0.567	भाग
कुल क्षेत्र :							0.567 हेक्टर (लगभग)	या 1.401 एकड़ (लगभग)

ग्राम जमुनिया के भाग-‘ज’ में अर्जित किए जाने वाले प्लॉट संख्यांक :

निजी भूमि : 61/1, 61/2

भाग-‘ज’ के सीमा वर्णन :

ज1-ज2-ज3: रेखा बिन्दु ‘ज 1’ से आरंभ होती है और ग्राम जमुनिया के प्लॉट संख्या 61/2 की बाह्य सीमा से गुजरती हुई बिन्दु ‘ज 2’ के पास से गुजरती है और बिन्दु ‘ज 3’ पर मिलती है।

ज3-ज4-ज1 : रेखा बिन्दु ‘ज 4’ के पास से गुजरती हुई प्लॉट संख्यांक 61/1, 61/2 की बाह्य सीमा से लगकर गुजरती है और आरंभिक बिन्दु ‘ज 1’ पर मिलती है।

अनुसूची

(भाग-‘झ’)

जमुनिया ब्लॉक

पेंच क्षेत्र

जिला-छिन्दवाड़ा (मध्य प्रदेश)

[रेखांक सं. सी-1(ई)III/जीआर/840-0910, तारीख 9 सितम्बर, 2010]

सभी अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	जमुनिया	18	29	192	परासिया	छिन्दवाड़ा	1.036	भाग
कुल क्षेत्र :							1.036 हेक्टर (लगभग)	या 2.560 एकड़ (लगभग)

ग्राम जमुनिया के भाग-‘झ’ में अर्जित किए जाने वाले प्लॉट संख्यांक :

निजी भूमि : 200/1, 200/2, 200/3, 200/4, 200/5, 200/6

भाग-‘झ’ के सीमा वर्णन :

झ1-झ2-झ3: रेखा बिन्दु ‘झ 1’ से आरंभ होती है और ग्राम जमुनिया के प्लॉट संख्यांक 200/1, 200/5, 200/2, 200/4, 200/3, 200/6 की बाह्य सीमा के साथ तथा बिन्दु ‘झ 2’ के पास से गुजरती है और बिन्दु ‘झ 3’ पर मिलती है।

झ3-झ4-झ1 : रेखा प्लॉट संख्यांक 200/3, 200/4, 200/2, 200/5, 200/1 की बाह्य सीमा के साथ तथा बिन्दु ‘झ 4’ के पास से गुजरती हुई आरंभिक बिन्दु ‘झ 1’ पर मिलती है।

अनुसूची

(भाग-‘ज’)

जमुनिया ब्लॉक

पेंच क्षेत्र

जिला-छिन्दवाड़ा (मध्य प्रदेश)

[रेखांक सं. सी-1(ई)III/जीआर/840-0910, तारीख 9 सितम्बर, 2010]

सभी अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	जमुनिया	18	29	192	परासिया	छिन्दवाड़ा	293.203	भाग
कुल क्षेत्र :							293.203 हेक्टर (लगभग)	या 724.534 एकड़ (लगभग)

ग्राम जमुनिया के भाग-‘अ’ में अर्जित किए जाने वाले प्लॉट संख्यांक :

(1) सरकारी भूमि :

79(भाग), 85(भाग), 98, 100, 105, 134(भाग), 214, 231, 294

(2) निजी भूमि :

38/4(भाग), 39(भाग), 41/1, 41/2, 42/1, 42/2, 43, 44/1(भाग), 44/2, 44/3, 45, 46, 47, 48, 49, 50, 51/1, 51/2, 51/3, 51/4, 51/5, 51/6, 52/1, 52/2, 52/3, 52/4, 52/5, 53, 54/1, 54/2, 54/3, 55, 57/1, 57/2, 57/3, 57/4, 57/5, 59/1, 59/2, 59/3, 63/3 (भाग), 80/1, 80/2, 80/3, 81, 82, 83, 84/1, 84/2, 84/3, 84/4, 87/1, 87/2, 87/3, 88, 89/1, 89/2, 90, 91/1, 91/2, 92, 93, 94, 95/1, 95/2, 95/3, 95/4, 95/5, 95/6, 96, 97, 99, 1, 99/2, 101/1, 101/2, 102/1, 102/2, 102/3, 103, 106, 107/1, 107/2, 107/3, 107/4, 107/5, 107/6, 107/7, 107/8, 107/9, 107/10, 107/11, 107/12, 108/1, 108/2, 108/3, 108/4, 109/1, 109/2, 109/3, 110, 111, 112/1, 112/2, 113, 114/1, 114/2, 114/3, 114/4, 114/5, 115/1, 115/2, 115/3, 115/4, 115/5, 115/6, 115/7, 115/8, 115/9, 115/10, 116, 117, 118, 119/1, 119/2, 120, 121/1, 121/2, 121/3, 122, 123/1, 123/2, 123/3, 123/4, 123/5, 123/6, 124/1, 124/2, 124/3, 126/1, 126/2, 126/3, 126/4, 126/5, 126/6, 127/1(भाग), 127/2, 128/1, 128/2(भाग), 143/3(भाग), 144/3(भाग), 145/1(भाग), 145/2(भाग), 145/3, 145/4(भाग), 145/5(भाग), 145/6, 145/7, 146/1, 146/2, 147, 148/1, 148/2, 149/1, 149/2, 150/1, 150/2, 151/1, 151/2, 152/1, 152/2, 152/3, 152/4, 152/5, 152/6, 152/7, 152/8, 152/9, 152/10, 152/11, 152/12, 152/13, 153/1, 153/2, 153/3(भाग), 153/4(भाग), 154(भाग), 155, 156, 157, 158/1, 158/2, 158/3, 159/1, 159/2, 159/3, 159/4, 159/5, 159/6, 160, 161/1, 161/2, 162, 163/1, 163/2, 163/3, 164/1(भाग), 164/2, 164/3, 165/1(भाग), 165/2(भाग), 166/1, 166/2, 166/3, 167/1(भाग), 167/3, 167/4, 167/5, 167/6, 167/7, 167/8, 167/9, 167/10, 167/11(भाग), 167/12(भाग), 167/13(भाग), 167/14(भाग), 167/15(भाग), 168/1, 168/2, 171, 172/1, 172/2, 173/1, 173/2, 174, 175, 176, 177, 178/1, 178/2, 179/1, 179/2, 179/3, 179/4, 179/5, 180(भाग), 181(भाग), 181/2, 183(भाग), 185, 186/1(भाग), 186/2(भाग), 186/3(भाग), 188(भाग), 193/2(भाग), 195, 196, 197, 198, 199/1, 199/2, 201/1, 201/2, 201/3, 201/4, 203/1, 203/2, 203/3, 203/4, 203/5, 203/6, 203/7, 205/1, 205/2, 205/3, 205/4, 205/5, 205/6, 205/7, 205/8, 205/9, 205/10, 205/11, 205/12, 206/1, 206/2, 206/3, 206/4, 206/5, 206/6, 207/1, 207/2, 208, 209/1, 209/2, 210, 211, 212/1, 212/2, 213, 215, 216/1, 216/2, 216/3, 216/4, 216/5, 216/6, 216/7, 216/8, 216/9, 216/10, 216/11, 216/12, 216/13, 216/14, 216/15, 216/16, 216/17, 216/3, 17/1, 216/3, 17/2, 216/3, 17/3, 216/317/4, 217, 218, 219, 220, 221, 222, 223, 224, 225/1, 225/2, 226, 227, 228, 229/1, 229/2, 230, 232, 233/1, 233/2, 233/3, 234/1, 234/2, 235/1, 235/2, 235/3, 235/4, 236/1, 236/2, 236/3, 236/4, 237/1, 237/2, 237/3, 237/4, 237/5, 237/6, 237/7, 237/8, 238, 239, 240/1, 240/2, 240/3, 240/4, 240/5, 240/6, 241/1, 241/2, 241/3, 241/4, 241/5, 241/6, 241/7, 241/8, 241/9, 241/10, 241/11, 241/12, 241/13, 241/14, 242/1, 242/2, 242/3, 242/4, 243/1, 243/2, 244/1, 244/2, 244/3, 244/4, 244/5, 245/1(भाग), 245/2, 246/1, 246/2, 246/3(भाग), 246/4, 246/5, 247(भाग), 249, 250/1, 250/2, 250/3, 250/4, 250/5, 250/6, 250/7, 250/8, 251, 252, 255/3(भाग), 261/2(भाग), 262/2(भाग), 263(भाग), 264/1, 264/2(भाग), 264/3, 264/4, 264/5, 264/6, 264/7, 264/8, 264/9, 264/10, 264/11, 264/12, 264/13(भाग), 264/14, 264/15, 264/16, 264/17, 264/18, 264/19, 264/20, 264/21, 264/22, 264/23, 264/24, 264/25(भाग), 264/26, 264/27(भाग), 264/28(भाग), 264/29, 264/30, 264/31, 264/32, 264/33, 265, 266/1, 266/2, 266/3, 266/4, 266/5, 266/6, 266/7, 266/8, 266/9, 266/10, 266/11, 266/12, 266/13, 266/14, 266/15, 266/16, 266/17, 266/18, 266/19, 266/20, 266/21, 266/22, 266/23, 266/24, 266/25, 266/26, 266/27, 266/28, 266/29, 266/30, 266/31, 266/32, 266/33, 267, 268/1, 268/2, 268/3, 269, 270, 271, 272/1, 272/2, 272/3, 272/4, 273/1, 273/2, 273/3, 273/4, 273/5, 273/6, 274/1, 274/2, 274/3, 275, 276, 277, 278, 279, 280/1, 280/2, 281/1, 281/2, 282/1, 282/2, 283/1, 283/2, 283/3, 284/1, 284/2, 285/1, 285/2, 285/3, 285/4, 286/1, 286/2, 287, 289, 290, 291/1, 291/2, 292, 293, 295, 296/1, 296/2, 297, 298, 299, 300, 301/1, 301/2, 302, 303/1, 303/2, 303/3, 305/1, 305/2, 305/3, 305/4, 305/5, 305/6, 305/7, 305/8, 305/9, 305/10, 305/11, 305/12, 305/13, 305/14, 305/15, 305/16, 305/17, 305/18, 305/19, 305/20, 305/21, 305/22, 305/23, 305/24, 305/25, 305/26, 305/27, 305/28, 305/29, 305/30, 305/31, 305/32, 305/33, 305/34, 305/35, 305/36, 305/37, 305/38, 305/39, 305/40, 305/41, 305/42, 305/43, 305/44, 305/45, 305/46, 305/47, 305/48, 305/49, 305/50, 305/51, 305/52, 305/53, 305/54, 305/55, 305/56, 305/57, 305/58, 305/59, 305/60, 305/61, 305/62, 305/63, 305/64, 305/65, 305/66, 305/67, 305/68, 306, 307, 308/1, 308/2, 309, 310, 311, 312/1, 312/2, 313/1, 313/2, 314/1, 314/2, 314/3, 315, 318.

ग्राम-‘अ’ के सीमा वर्णन :

ज1-ज2 : रेखा ग्राम जमुनिया में नाले के किनारे पर बिन्दु ‘ज 1’ से आरंभ होती है फिर नाला पार करती है और प्लॉट संख्या 128/2 से होकर गुजरती है फिर सड़क पार करती है फिर प्लॉट संख्या 127/1 से होकर गुजरती है और बिन्दु ‘ज 2’ पर मिलती है।

ज 2-ज 3-ज 4

5-ज 6 : रेखा ग्राम जमुनिया से बिन्दु ‘ज 3’ - ‘ज 4’ - ‘ज 5’ के पास से गुजरती हुई प्लॉट संख्यांक 127/1, 127/2 की बाह्य सीमा से लगकर गुजरती है फिर नाले के किनारे से लगकर गुजरती है फिर प्लॉट संख्यांक 107/2, 115/6, 115/7,

115/10, 115/9, 115/4, 115/2, 124/3 की बाह्य सीमा से होकर गुजरती है फिर सड़क के किनारे से लगकर गुजरती है और बिन्दु 'ज 6' पर मिलती है।

ज 6-ज 7-ज 8-

ज 9-ज 10 : रेखा ग्राम जमुनिया से बिन्दु 'ज 7', - 'ज 8' 'ज 9' के पास गुजरती हुई प्लॉट संख्यांक 126/6, 126/5, 126/1, 126/2, 126/4, 126/3 पुनः 126/4, 126/2, 126/1, 126/5, 126/6 की बाह्य सीमा से लगकर गुजरती है फिर प्लॉट संख्या 143/3 पर बिन्दु 'ज 10' पर मिलती है।

ज 10-ज 11-

ज 12-ज 13 : रेखा ग्राम जमुनिया से बिन्दु 'ज 11', - 'ज 12' के पास से गुजरती हुई प्लॉट संख्या 143 से होकर गुजरती है फिर सड़क पार करती है फिर प्लॉट संख्या 145/2, 145/5, 145/1, 145/4, 144/3, 153/2, 153/3, 153/4, 154, 164/1, 165/1, 165/2, 167/1 से होकर गुजरती है फिर प्लॉट संख्यांक 167/11, 167/12, 167/13, 167/14, 167/15 की बाह्य सीमा से लगकर गुजरती है फिर पुनः प्लॉट संख्यांक 180, 180/1, 181/2, 188, 186/1, 186/2, 186/3 से होकर गुजरती है और बिन्दु 'ज 13' पर मिलती है।

ज 13-ज 14-

ज 15-ज 16 : रेखा ग्राम जमुनिया से बिन्दु 'ज 14' और 'ज 15' के पास से गुजरती हुई प्लॉट संख्यांक 186/3, 185, 178/2, 177, 176, 175 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'ज 16' पर मिलती है।

ज 16-ज 17- ज 18-

ज 19-ज 20 : रेखा ग्राम जमुनिया से बिन्दु 'ज 17'-'ज 18', - 'ज 19' के पास से गुजरती हुई प्लॉट संख्यांक 172/1, 172/2, 171, 167/3, 167/9, 167/8, 167/10, 167/6, 167/4, 159/5, 159/6, 159/3, 159/1, 159/2, 159/4, 158/3, 158/1 की बाह्य सीमा से लगकर गुजरती है फिर प्लॉट संख्या 154 से होकर गुजरती है फिर प्लॉट संख्यांक 156, 152/7, 152/8, 152/9, 152/10, 152/11, 152/5, 152/3, 152/4, 152/1, 151/2, 151/1, 150/2, 150/1, 148/2, 147, 146/2, 146/1 की बाह्य सीमा से लगकर गुजरती है फिर सड़क के किनारे से लगकर गुजरती है और बिन्दु 'ज 20' पर मिलती है।

ज 20-ज 21-ज 22-

ज 23-ज 24-ज 25 : रेखा ग्राम जमुनिया से बिन्दु 'ज 21' - 'ज 22' - 'ज 23' 'ज 24' के पास से गुजरती हुई प्लॉट संख्यांक 210, 209/2, 209/1, 208, 207/2, 207/1, 206/2, 206/3, 206/4, 206/5, 205/3, 205/5, 205/9, 208/8, 205/7, 205/12, 205/2, 205/1, 205/11, 205/10 फिर 205/11, 205/1, 205/4, 205/2, 205/6, 205/7 की बाह्य सीमा से लगकर गुजरती है फिर सड़क के किनारे से लगकर गुजरती है फिर पुनः प्लॉट संख्यांक 203/2, 203/1, 203/7, 203/3, 203/4, 203/6, 203/5 की बाह्य सीमा से लगकर गुजरती है फिर सड़क के किनारे से लगकर गुजरती है और बिन्दु 'ज 25' पर मिलती है।

ज 25-ज 26-ज 27

ज 28-ज 29-ज 30

ज 31-ज 32 : रेखा ग्राम जमुनिया से बिन्दु 'ज 26'-'ज 27'-'ज 28'-'ज 29' 'ज 30' 'ज 31' के पास से गुजरती हुई प्लॉट संख्यांक 201/4, 201/3, 201/2, 201/1 पुनः 201/2, 201/3, 201/4 की बाह्य सीमा से लगकर गुजरती है फिर सड़क के किनारे से लगकर गुजरती है और प्लॉट संख्यांक 199/1, 198, 197 की बाह्य सीमा से लगकर गुजरती हुई फिर सड़क के किनारे से गुजरती हुई प्लॉट संख्यांक 196, 195, 193/2 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'ज 32' पर मिलती है।

ज 32-ज 33-ज 34-

ज 35-ज 36-ज 37

ज 38 : रेखा ग्राम जमुनिया से बिन्दु 'ज 33', - 'ज 34', - 'ज 35', - 'ज 36', 'ज 37' के पास से गुजरती हुई प्लॉट संख्यांक 193/2, 195, 214 (सरकारी सड़क), 305/6, 305/5, 305/19, 305/10, 305/25, 305/7, 305/13, 305/22, 305/16, 305/33, 308/2, 308/1, 309, 310, 311, 312/1, 312/2, 314/1, 314/2, 315, 305/58, 305/50,

305/61, 305/48, 305/17, 305/66, 305/64, 305/8, 305/26, 305/11, 305/65, 305/1, 305/34, 303/2, 303/3, 303/1, 299, 298, 297, 296/1, 296/2, 295, 294 (सरकारी भूमि), 293, 292, की बाह्य सीमा से होकर गुजरती है और बिन्दु 'ज 38' पर मिलती है।

ज 38-ज 39-ज 40-

ज 41-ज 42 : रेखा ग्राम जमुनिया से बिन्दु 'ज 39', 'ज 40', 'ज 41' के पास से गुजरती हुई प्लॉट संख्यांक 264/29, 264/26, 264/23, 264/22, 264/21 की बाह्य सीमा से लगकर गुजरती है फिर प्लॉट संख्यांक 264/2, 264/27, 264/25, 263, 262/2, 261/2 से होकर गुजरती है फिर प्लॉट संख्यांक 261/2, 264/20, 264/28 की बाह्य सीमा से लगकर गुजरती हुई फिर प्लॉट संख्यांक 264/28, 264/13, 245/1, 246/3, 247 से होकर गुजरती है फिर प्लॉट संख्यांक 247, 236/1, 236/2, 236/4, 236/3, 235/4, 235/1, 235/3, 235/2, 234/1, 233/3 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'ज 42' पर मिलती है।

ज 42-ज 43-ज 44-

ज 45-ज 46-ज 47 : रेखा ग्राम जमुनिया से बिन्दु 'ज 43', 'ज 44', 'ज 45', 'ज 46' के पास से गुजरती हुई प्लॉट संख्यांक 232, 249, 250/1, 250/2, 250/3, 250/4, 250/5, 251, 252, 255/3 की बाह्य सीमा से लगकर गुजरती हुई प्लॉट संख्यांक 255/3 से होकर गुजरती है फिर प्लॉट संख्यांक 255/3, 252, 251, 250/8, 231 (सरकारी सड़क) 79, (सरकारी नाला), 59/3, 59/2 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'ज 47' पर मिलती है।

ज 47-ज 48-ज 49-

ज 50-ज 51-ज 52-

ज 53 : रेखा ग्राम जमुनिया से बिन्दु 'ज 48', 'ज 49', 'ज 50', 'ज 51', 'ज 52' के पास से गुजरती हुई प्लॉट संख्यांक 59/2, 59/1, 54/2, 54/3, 54/1, 49, 45, 46 फिर 45, 41/2, 39, 41/1, 44/1, 44/3, 44/2, 43 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'ज 53' पर मिलती है।

ज 53-ज 54-ज 55-

ज 56-ज 57 : रेखा ग्राम जमुनिया से बिन्दु 'ज 54', 'ज 55', 'ज 56' के पास से गुजरती हुई प्लॉट संख्या 44/2 की बाह्य सीमा से लगकर गुजरती हुई प्लॉट संख्या 44/1 से होकर गुजरती है फिर प्लॉट संख्यांक 44/1, 44/2, 44/3, 51/4, 51/3, 51/6, 51/5, 51/1, 52/1, 52/2, 52/3, 52/4, 52/5, 53, 55, 54/2, 59/1, 79 (सरकारी नाला) की बाह्य सीमा से लगकर गुजरती है और प्लॉट संख्या 57/3 पर बिन्दु 'ज 57' पर मिलती है।

ज 57-ज 58-ज 1 : रेखा ग्राम जमुनिया से बिन्दु 'ज 58' से लगकर गुजरती हुई प्लॉट संख्यांक 57/3, 57/5, 79 (सरकारी नाला) की बाह्य सीमा से लगकर गुजरती है और आरंभिक बिन्दु 'ज 1' पर मिलती है।

कुल सभी अधिकार :

भाग	क्षेत्रफल हेक्टर में	क्षेत्रफल एकड़ में
भाग -क क 1 से क 3	0.283	0.699
भाग -ख ख 1 से ख 4	1.362	3.366
भाग -ग ग 1 से ग 5	1.517	3.479
भाग -घ घ 1 से घ 4	3.586	8.861
भाग -ङ ङ 1 से ङ 6	7.827	19.341
भाग -च च 1 से च 3	0.975	2.409
भाग -छ छ 1 से छ 3	0.282	0.697
भाग -ज ज 1 से ज 4	0.567	1.401
भाग -झ झ 1 से झ 4	1.036	2.560
भाग -ञ ज 1 से ज 58	293.203	724.534

कुल क्षेत्रफल :

310.638 हेक्टर

767.617 एकड़

अनुसूची

(भाग- 'ट')

जमुनिया ब्लॉक

पेंच क्षेत्र

जिला-छिन्दवाड़ा (मध्य प्रदेश)

[रेखांक सं. सी-1(ई) III/जीआर/840-0910, तारीख 9 सितम्बर, 2010]

खनन अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	जमुनिया	18	29	192	परासिया	छिन्दवाड़ा	14.725	भाग
कुल क्षेत्र					14.725 हेक्टर (लगभग) या 36.387 एकड़ (लगभग)			

खनन अधिकार : (भाग -ट)

ग्राम जमुनिया के भाग- 'ट' में अर्जित किए जाने वाले प्लॉट संख्यांक :

सरकारी वन भूमि : 8 (भाग), 11/1, 26/1 (भाग), 26/2 (भाग), 58

भाग- 'ट' के सीमा वर्णन :

ट1-ट2-ट3-ट4: ग्राम जमुनिया में रेखा बिन्दु 'ट 1' से आरंभ होती है और बिन्दु 'ट 2', 'ट 3' के पास से गुजरती हुई प्लॉट संख्यांक 26/1, 11/1, 8 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'ट 4' पर मिलती है।

ट4-ट5-ट6: रेखा ग्राम जमुनिया में प्लॉट संख्या 8 से होकर गुजरती है और बिन्दु 'ट 5' के पास से गुजरती हुई प्लॉट संख्या 8 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'ट 6' पर मिलती है।

ट 6-ट7-ट8-ट9-ट10: रेखा ग्राम जमुनिया में बिन्दु 'ट 7', 'ट 8', 'ट 9' के पास से होकर गुजरते हुए प्लॉट संख्यांक 26/1, 26/2 की बाह्य सीमा से लगकर गुजरती है फिर प्लॉट संख्यांक 26/2, 26/1 से होकर गुजरती है और बिन्दु 'ट 10' पर मिलती है।

ट10-ट11-ट12-ट13-

ट14-ट15-ट16-ट17: रेखा ग्राम जमुनिया में बिन्दु 'ट 11', 'ट 12', 'ट 13', 'ट 14', 'ट 15', 'ट 16' के पास से गुजरती हुई प्लॉट संख्यांक 26/1, 58 फिर 26/1 की बाह्य सीमा से होकर गुजरती है फिर प्लॉट संख्या 26/1 से होकर गुजरती है और बिन्दु 'ट 17' पर मिलती है।

ट17-ट18-ट19-ट20: रेखा ग्राम जमुनिया में बिन्दु 'ट 18', 'ट 19' के पास से गुजरती हुई प्लॉट संख्या 26/1 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'ट 20' पर मिलती है।

ट 20-ट 21-ट1: रेखा प्लॉट संख्या 26/1 से होकर गुजरती है फिर बिन्दु 'ट 21' के पास से गुजरती हुई प्लॉट संख्या 26/1 की बाह्य सीमा से लगकर गुजरती है और आरंभिक बिन्दु 'ट 1' पर मिलती है।

अनुसूची

(भाग- 'ठ')

जमुनिया ब्लॉक

पेंच क्षेत्र

जिला-छिन्दवाड़ा (मध्य प्रदेश)

[रेखांक सं. सी-1(ई) III/जीआर/840-0910, तारीख 9 सितम्बर, 2010]

खनन अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	जमुनिया	18	29	192	परासिया	छिन्दवाड़ा	1.364	भाग
कुल क्षेत्र					1.364 हेक्टर (लगभग)			
					या 3.371 एकड़ (लगभग)			

खनन अधिकार : (भाग 'ठ')

ग्राम जमुनिया के भाग-'ठ' में अर्जित किए जाने वाले प्लॉट संख्यांक :

सरकारी वन भूमि : 26/1 (भाग)

भाग 'ठ' के सीमा वर्णन :

ठ1-ठ2-ठ3-ठ4-ठ5: रेखा ग्राम जमुनिया में बिन्दु 'ठ 1' से आरंभ होती है और बिन्दु 'ठ 2'-'ठ 3'-'ठ 4' के पास से गुजरती हुई प्लॉट संख्या 26/1 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'ठ 5' पर मिलती है।

ठ 5-ठ 1 : रेखा ग्राम जमुनिया में प्लॉट संख्या 26/1 से होकर गुजरती है और आरंभिक बिन्दु 'ठ 1' पर मिलती है।

अनुसूची

(भाग- 'ड')

जमुनिया ब्लॉक**पेंच क्षेत्र****जिला-छिन्दवाड़ा (मध्य प्रदेश)**

[रेखांक सं. सी 1 (ई) III/जीआर/840/0910, तारीख 9 सितम्बर, 2010]

खनन अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	जमुनिया	18	29	192	परासिया	छिन्दवाड़ा	9.414	भाग
कुल क्षेत्र					9.414 हेक्टर (लगभग)			
					या 23.263 एकड़ (लगभग)			

खनन अधिकार : (भाग 'ड')

ग्राम जमुनिया के भाग 'ड' में अर्जित किए जाने वाले प्लॉट संख्यांक :

सरकारी वन भूमि : 40, 60 (भाग), 62 (भाग)

भाग 'ड' के सीमा वर्णन :

ड 1-ड 2-ड 3-ड 4-ड 5: रेखा ग्राम जमुनिया में बिन्दु 'ड 1' से आरंभ होती है और बिन्दु 'ड 2'-'ड 3'-'ड 4' के पास से गुजरती हुई प्लॉट संख्या 60, 40 फिर 60 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'ड 5' पर मिलती है।

ड 5-ड 6-ड 7-ड 8-ड 1 : रेखा ग्राम जमुनिया में बिन्दु 'ड 6'-'ड 7'-'ड 8' के पास से गुजरती हुई प्लॉट संख्या 60, 62 फिर 60 से होकर गुजरती है और आरंभिक बिन्दु 'ड 1' पर मिलती है।

अनुसूची

(भाग- 'ढ')

जमुनिया ब्लॉक

पेंच क्षेत्र

जिला-छिन्दवाड़ा (मध्य प्रदेश)

[संख्यांक सं. सी-III/जीआर/840-0910, तारीख 9 सितम्बर, 2010]

खनन अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	जमुनिया	18	29	192	परसिया	छिन्दवाड़ा	9.931	भाग
कुल क्षेत्र					9.931 हेक्टर (लगभग)			
					या 24.540 एकड़ (लगभग)			

खनन अधिकार : (भाग- 'ढ')

ग्राम जमुनिया के भाग- 'ढ' में अर्जित किए जाने वाले प्लॉट संख्यांक :

सरकारी वन भूमि : 125, 137 (भाग)

भाग- 'ढ' के सीमा वर्णन :

ढ1-ढ2: रेखा ग्राम जमुनिया में बिन्दु 'ढ 1' से आरंभ होती है और प्लॉट संख्या 137 से होकर गुजरती है और बिन्दु 'ढ 2' पर मिलती है।

ढ2-ढ3-ढ4-ढ5-ढ6-ढ7-

ढ8-ढ9-ढ1 : रेखा ग्राम जमुनिया में बिन्दु 'ढ 3'-'ढ 4'-'ढ 5'-'ढ 6'-'ढ 7'-'ढ 8'-'ढ 9' के ग्राम से गुजरती हुई प्लॉट संख्या 137, 125 फिर 137 की बाह्य सीमा से लगकर गुजरती है और आगे-बाद बिन्दु 'ढ 1' पर मिलती है।

अनुसूची

(भाग- 'ण')

जमुनिया ब्लॉक

पेंच क्षेत्र

जिला-छिन्दवाड़ा (मध्य प्रदेश)

[संख्यांक सं. सी-III/जीआर/840-0910, तारीख 9 सितम्बर, 2010]

खनन अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	जमुनिया	18	29	192	परसिया	छिन्दवाड़ा	0.081	भाग
कुल क्षेत्र					0.081 हेक्टर (लगभग)			
					या 0.200 एकड़ (लगभग)			

खनन अधिकार : (भाग- 'ण')

ग्राम जमुनिया के भाग- 'ण' में अर्जित किए जाने वाले प्लॉट संख्यांक :

सरकारी वन भूमि : 104

ग्राम- 'ण' के सीमा वर्णन :-

ण1-ण2-ण3-ण4 : रेखा ग्राम जमुनिया में बिन्दु 'ण1' से आरंभ होती है और बिन्दु 'ण2'-'ण3' के पास से गुजरती हुई प्लॉट संख्या 104 की बाह्य सीमा से लगकर गुजरती और आरंभिक बिन्दु 'ण1' पर मिलती है।

अनुसूची

(भाग- 'त')

जमुनिया ब्लॉक

पेंच क्षेत्र

जिला-छिन्दवाड़ा (मध्य प्रदेश)

[रेखांक सं. सी-1(ई)III/जीआर/840-0910, तारीख 9 सितम्बर, 2010]

खनन अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	जमुनिया	18	29	192	परासिया	छिन्दवाड़ा	3.493	भाग
कुल क्षेत्र					3.493 हेक्टर (लगभग)			
					या 8.632 एकड़ (लगभग)			

खनन अधिकार : (भाग- 'त')

ग्राम जमुनिया के भाग- 'त' में अर्जित किए जाने वाले प्लॉट संख्यांक :

सरकारी वन भूमि : 248(भाग)

ग्राम- 'त' के सीमा वर्णन :

त1-त2-त3 : रेखा ग्राम जमुनिया में बिन्दु 'त1' से आरंभ होती है और बिन्दु 'त2' के पास से गुजरती हुई प्लॉट संख्या 248 की बाह्य सीमा से लगकर गुजरती और बिन्दु 'त3' पर मिलती है।

त3-त4 : रेखा प्लॉट संख्या 248 से होकर गुजरती है और बिन्दु 'त4' पर मिलती है।

त4-त5-त1 : रेखा बिन्दु 'त5' के पास से गुजरती हुई प्लॉट संख्या 248 की बाह्य सीमा से लगकर गुजरती है और आरंभिक बिन्दु 'त1' पर मिलती है।

अनुसूची

(भाग- 'थ')

जमुनिया ब्लॉक

पेंच क्षेत्र

जिला-छिन्दवाड़ा (मध्य प्रदेश)

[रेखांक सं. सी-1(ई)III/जीआर 840-0910, तारीख 9 सितम्बर, 2010]

खनन अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	जमुनिया	18	29	192	परासिया	छिन्दवाड़ा	18.282	भाग
कुल क्षेत्र					18.282 हेक्टर (लगभग)			
					या 45.177 एकड़ (लगभग)			

खनन अधिकार : (भाग- 'थ')

ग्राम जमुनिया के भाग-'थ' में अर्जित किए जाने वाले प्लॉट संख्यांक :

सरकारी वन भूमि : 169, 170, 202 (भाग), 204

ग्राम-'थ' के सीमा वर्णन :

थ1-थ2-थ3-थ4-

थ5-थ6-थ7-थ8 : रेखा ग्राम जमुनिया में बिन्दु 'थ1' से आरंभ होती है और बिन्दु 'थ2'-'थ3'-'थ4'-'थ5'-'थ6'-'थ' के पास से गुजरती हुई प्लॉट संख्या 202 की बाह्य सीमा से लगकर गुजरती और बिन्दु 'थ8' पर मिलती है।

थ8-थ9-थ10-थ11

थ12-थ13-थ14 : रेखा बिन्दु 'थ9'-'थ10'-'थ11'-'थ12'-'थ13' के पास से गुजरती हुई प्लॉट संख्यांक 202, 204 फिर 202 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'थ14' पर मिलती है।

थ14-थ15-थ16-थ17-

थ18-थ19-थ20 : रेखा बिन्दु 'थ15'-'थ16'-'थ17'-'थ18'-'थ19' के पास से गुजरती हुई प्लॉट संख्यांक 202, 169 फिर 202, 170 और 202 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'थ20' पर मिलती है।

थ20-थ1 : रेखा प्लॉट संख्यांक 202 से होकर गुजरती है और आरंभिक बिन्दु 'थ1' पर मिलती है।

अनुसूची

(भाग-'द')

जमुनिया ब्लॉक

पेंच क्षेत्र

जिला-छिन्दवाड़ा (मध्य प्रदेश)

[रेखांक सं. सी-1(ई)III/जीआर/840-0910, तारीख 9 सितम्बर, 2010]

खनन अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	जमुनिया	18	29	192	परासिया	छिन्दवाड़ा	0.291	भाग
कुल क्षेत्र					0.291 हेक्टर (लगभग)			
					या 0.719 एकड़ (लगभग)			

खनन अधिकार : (भाग-'द')

ग्राम जमुनिया के भाग-'द' में अर्जित किए जाने वाले प्लॉट संख्यांक :

सरकारी वन भूमि : 184

ग्राम-'द' के सीमा वर्णन :

द1-द2-द3-द4-द1 : रेखा ग्राम जमुनिया में बिन्दु 'द1' से आरंभ होती है और बिन्दु 'द2'-'द3'-'द4' के पास से गुजरती हुई प्लॉट संख्या 184 की बाह्य सीमा से लगकर गुजरती और आरंभिक बिन्दु 'द1' पर मिलती है।

अनुसूची

(भाग-'थ')

जमुनिया ब्लॉक

पेंच क्षेत्र

जिला-छिन्दवाड़ा (मध्य प्रदेश)

[रेखांक सं. सी-1(ई)III/जीआर/840-0910, तारीख 9 सितम्बर, 2010]

खसत अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	मेटलमैट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	जमुनिया	18	29	192	परासिया	छिन्दवाड़ा	0.555	ग्राम

कुल क्षेत्र : 0.555 हेक्टर (लगभग)
या 1.372 एकड़ (लगभग)

खसत अधिकार : (भाग 'ध')

ग्राम जमुनिया के भाग 'ध' में अर्जित किए जाने वाले प्लॉट संख्याक :

संबंधित बत भूमि : 288

ग्राम 'ध' के सीमा वर्णन :

नं. 22-ध3-ध4-ध1 : रेखा ग्राम जमुनिया में बिन्दु 'ध1' से आरंभ होती है और बिन्दु 'ध2' 'ध3' 'ध4' के पास से गुजरकर कुल क्षेत्रफल 288 की बाह्य सीमा से लगकर गुजरती और आरंभिक बिन्दु 'ध1' पर मिलती है।

अनुसूची

(भाग - 'न')

जमुनिया ब्लॉक

पेंच क्षेत्र

जिला-छिन्दवाड़ा (मध्य प्रदेश)

[संश्लिष्ट नं. सी-1(ई)111/जीआर/840-0910, तारीख 9 सितम्बर, 2010]

खसत अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	मेटलमैट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पणी
1.	जमुनिया	18	29	192	परासिया	छिन्दवाड़ा	0.109	ग्राम

कुल क्षेत्र : 0.109 हेक्टर (लगभग)
या 0.269 एकड़ (लगभग)

खसत अधिकार : (भाग - 'न')

ग्राम जमुनिया के भाग 'न' में अर्जित किए जाने वाले प्लॉट संख्याक :

संबंधित बत भूमि : 304

ग्राम 'न' के सीमा वर्णन :

नं. 22-न3-न4 : रेखा ग्राम जमुनिया में बिन्दु 'न1' से आरंभ होती है और बिन्दु 'न2' 'न3' के पास से गुजरकर कुल क्षेत्रफल 304 की बाह्य सीमा से लगकर गुजरती है और आरंभिक बिन्दु 'न1' पर मिलती है।

अनुसूची

(भाग - 'प')

जमुनिया ब्लॉक

पेंच क्षेत्र

जिला-छिन्दवाड़ा (मध्य प्रदेश)

[संश्लिष्ट नं. सी-1(ई)111/जीआर/840-0910, तारीख 9 सितम्बर, 2010]

खनन अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पण
1.	जमुनिया	18	29	192	परसिया	छिन्दवाड़ा	0.816	भाग
कुल क्षेत्र					0.816 हेक्टर (लगभग)			
					या 2.016 एकड़ (लगभग)			

खनन अधिकार : (भाग- 'प')

ग्राम जमुनिया के भाग- 'प' में अर्जित किए जाने वाले प्लॉट संख्यांक :

सरकारी वन भूमि : 260 (भाग)

भाग- 'प' के सीमा वर्णन :

प1-प2-प3 : रेखा ग्राम जमुनिया में बिन्दु 'प 1' से आरंभ होती है और बिन्दु 'प 2' के पास से गुजरती हुई प्लॉट संख्या 260 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'प 3' पर मिलती है।

प3-प1 : रेखा प्लॉट संख्या 260 से होकर गुजरती है और आरंभिक बिन्दु 'प 1' पर मिलती है।

अनुसूची

(भाग- 'फ')

जमुनिया ब्लॉक

पंच क्षेत्र

जिला-छिन्दवाड़ा (मध्य प्रदेश)

(रेखांक सं. सी-1(ई)III/जीआर/840- 0910, तारीख 9 सितम्बर, 2010)

खनन अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पण
1.	जमुनिया	18	29	192	परसिया	छिन्दवाड़ा	0.156	भाग
कुल क्षेत्र					0.156 हेक्टर (लगभग)			
					या 0.385 एकड़ (लगभग)			

खनन अधिकार : (भाग 'फ')

ग्राम जमुनिया के भाग 'फ' में अर्जित किए जाने वाले प्लॉट संख्यांक :

सरकारी वन भूमि : 260 (भाग)

भाग 'फ' के सीमा वर्णन :

फ1-फ2-फ3 : रेखा ग्राम जमुनिया में बिन्दु 'फ1' से आरंभ होती है और बिन्दु 'फ2' के पास से गुजरती हुई प्लॉट संख्या 260 की बाह्य सीमा से लगकर गुजरती है और बिन्दु 'फ3' पर मिलती है।

फ3-फ4-फ1 : रेखा प्लॉट संख्या 260 से होकर गुजरती है और बिन्दु 'फ4' के पास से गुजरती हुई प्लॉट संख्या 260 की बाह्य सीमा से लगकर गुजरती है और आरंभिक बिन्दु 'फ1' पर मिलती है।

अनुसूची
(भाग- 'ब')
जमुनिया ब्लॉक

पेंच क्षेत्र

जिला-छिन्दवाड़ा, (मध्य प्रदेश)

[रेखांक सं. सी-1(ई)III/जीआर/840-0910, तारीख 9 सितम्बर, 2010]

खनन अधिकार :

क्रम सं.	ग्राम का नाम	पुराना पटवारी सर्किल संख्या	नया पटवारी सर्किल संख्या	सेटलमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पण
1.	जमुनिया	18	29	192	परासिया	छिन्दवाड़ा	0.085	भाग
				कुल क्षेत्र	0.085 हेक्टर (लगभग)			
					या 0.210 एकड़ (लगभग)			

खनन अधिकार : (भाग- 'ब')

ग्राम जमुनिया के भाग- 'ब' में अर्जित किए जाने वाले प्लॉट संख्यांक :

सरकारी वन भूमि : 86

भाग- 'ब' के सीमा वर्णन :

ब1-ब2-ब3-ब4 : रेखा ग्राम जमुनिया में बिन्दु 'ब 1' से आरंभ होती है और बिन्दु 'ब 2'-'ब 3' के पास से गुजरती हुई प्लॉट संख्या 86 की बाह्य सीमा से गुजरती है और आरंभिक बिन्दु 'ब 1' पर मिलती है।

कुल खनन अधिकार :

भाग/सीमा बिन्दु	क्षेत्रफल हेक्टर में	क्षेत्रफल एकड़ में
ट - ट 1 से ट 21	14.725	36.387
ठ - ठ 1 से ठ 5	1.364	3.371
ड - ड 1 से ड 8	9.414	23.263
ढ़ - ढ 1 से ढ 9	9.931	24.540
ण - ण 1 से ण 3	0.081	0.200
त - त 1 से त 5	3.493	8.632
थ - थ 1 से थ 20	18.282	45.177
द - द 1 से द 4	0.291	0.719
ध - ध 1 से ध 4	0.555	1.372
न - न 1 से न 3	0.109	0.269
प - प 1 से प 3	0.816	2.016
फ - फ 1 से फ 4	0.156	0.385
ब - ब 1 से ब 4	0.085	0.210
कुल क्षेत्रफल :	59.302 (लगभग)	146.541 (लगभग)

[सं. 43015/13/2009 पी. आर. आई. डब्ल्यू.]

एस. सी. भाटिया, निदेशक

New Delhi, the 25th November, 2010

S.O. 2923.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 1709 dated the 9th June, 2009, issued under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section-3, sub-section (ii) dated the 20th June, 2009, the Central Government gave notice of its intention to prospect for coal in 407.00 hectares (approximately) or 1005.70 acres (approximately) of the land in the locality specified in the Schedule annexed to that notification ;

And whereas, the Central Government is satisfied that coal is obtainable in a part of said land prescribed in the Schedule appended to this notification ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby gives notice of its intention to acquire all rights in or over the land measuring 310.638 hectares (approximately) or 767.617 acres (approximately) and 59.302 hectares (approximately) or 146.541 acres (approximately) in Mining Rights described in the Schedules.

Note 1 : The plan bearing number C-1(E) III/GR/840-0910, dated the 9th September, 2010 of the area covered by this notification may be inspected at the Office of the Collector, Chhindwara (Madhya Pradesh) or at the Office of the Coal Controller, 1, Council House Street, Kolkata (Pin-700 001) or at the Office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra).

Note 2 : Attention is hereby invited to the provisions of Section 8 of the said Act which provides as follows :—

Objections to Acquisition :

“8(1) Any person interested in any land in respect of which a notification under Section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation.—

- (1) It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.
- (2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of proceedings held by him, for the decision of that Government.
- (3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act.”

Note 3 : The Coal Controller, 1, Council House Street, Kolkata-700 001 has been appointed by the Central Government as the competent authority under Section 3 of the said Act, vide notification number S.O. 2519 dated 27th May, 1983, published in Part-II, Section 3, Sub-Section (ii) of the Gazette of India, dated the 11th June, 1983.

SCHEDULE

(PART-‘A’)

JAMUNIA BLOCK PENCH AREA

DISTRICT CHHINDWARA (MADHYA PRADESH)

(Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010]

ALL RIGHTS:

Sl. No.	Name of village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remark
1	Jamunia	18	29	192	Parasia	Chhindwara	0.283	Part

Total: 0.283 hectares
(approximately)
or 0.699 acres
(approximately)

Plot number to be acquired in Part 'A' in village Jamunia :

Tenancy land : 13/2

Boundary description of Part 'A' :

A1 - A2-

A3 - A1 : Line starts from Point 'A1' and passes through village Jamunia along the outer boundary of plot number 13/2 and nearby Point 'A2' - 'A3' and meets at starting Point 'A1'.

SCHEDULE**(PART-'B')**

**JAMUNIA BLOCK
PENCH AREA**

DISTRICT CHHINDWARA (MADHYA PRADESH)

[Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010]

ALL RIGHTS:

Sl. No.	Name of village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remark
1	Jamunia	18	29	192	Parasia	Chhindwara	1.362	Part

Total: 1.362 hectares
(approximately)
or 3,366 acres
(approximately)

Plot number to be acquired in Part 'B' in village Jamunia :

Tenancy land : 9/3(P), 9/4(P), 10/1, 10/2, 10/3, 10/4, 10/5.

Boundary description of Part 'B' :

B1 - B2- B3 : Line starts from Point 'B1' in village Jamunia and passes nearly Point 'B2' through plot number 9/3 and 9/4, then passes along with the outer boundary of plot numbers 9/3, 10/1, 10/2, 10/3, 10/4, 10/5 and meets at Point 'B3'.

B3 - B4- B1 : Line starts from Point 'B4' along with the outer boundary of plot numbers 10/5, 10/4, 10/3, 10/2, 10/1, 9/3. and meets at starting Point 'B1'.

**SCHEDULE
(PART-'C')**

**JAMUNIA BLOCK
PENCH AREA**

DISTRICT CHHINDWARA (MADHYA PRADESH)

[Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010]

ALL RIGHTS:

Sl. No.	Name of village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remark
1.	Jamunia	18	29	192	Parasia	Chhindwara	1.517	Part
Total: 1.517 hectares (approximately)								or 3.749 acres (approximately)

Plot numbers to be acquired in Part 'C' in village Jamunia :

Tenancy land : 11/2, 11/3

Boundary description of Part 'C' :

- C1-C2-
C3-C4 : Line starts from Point 'C1' in village Jamunia and passes nearby Point 'C2'-'C3' along with the outer boundary of plot number 11/2 and meets at Point 'C4'.
- C4-C5-C1 : Line passes nearby Point 'C5' along the outer boundary of plot numbers 11/3, 11/2, and meets at starting Point 'C1'.

**SCHEDULE
(PART-'D')**

**JAMUNIA BLOCK
PENCH AREA**

DISTRICT CHHINDWARA (MADHYA PRADESH)

[Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010]

ALL RIGHTS:

Sl. No.	Name of village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remark
1.	Jamunia	18	29	192	Parasia	Chhindwara	3,586	Part
Total: 3.586 hectares (approximately)								or 8.861 Acres (approximately)

Plot numbers to be acquired in Part 'D' in village Jamunia :

Tenancy land : 12/1, 12/2, 12/3

Boundary description of Part 'D' :

D1-D2-D3-

D4-D1 : Line starts from Point 'D1' in village Jamunia and passes nearly Point 'D2'-'D3'-'D4', along with the outer boundary of plot numbers 12/2, 12/3, 12/1, again 12/2 and meets at starting Point 'D1'.

**SCHEDULE
(PART-'E')**

**JAMUNIA BLOCK
PENCH AREA**

DISTRICT CHHINDWARA (MADHYA PRADESH)

[Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010]

ALL RIGHTS:

Sl. No.	Name of village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remarks
1.	Jamunia	18	29	192	Parasia	Chhindwara	7.827	Part

Total : 7.827 hectares
(approximately)
or 19.341 acres
(approximately)

Plot numbers to be acquired in Part 'E' in village Jamunia :

Tenancy land : 3/1(P), 3/2, 4(P), 5/1, 5/2, 5/3(P), 5/4, 5/5, 5/6, 6, 7/1(P), 7/2.

Boundary description of Part 'E' :

E1-E2 : Line starts from Point 'E1' in village Jamunia and passes through plot numbers 7/1, 3/1, 4, and meets at Point 'E2'.

E2-E3-E4-

E5-E6-E1 : Line passes nearby Point 'E3' - 'E4' - 'E5' - 'E6' along the outer boundary of plot numbers 5/3, 5/2, 5/1, 5/5, 3/2, 7/2, 7/1, and meets at starting Point 'E1'.

**SCHEDULE
(PART-'F')**

**JAMUNIA BLOCK
PENCH AREA**

DISTRICT CHHINDWARA (MADHYA PRADESH)

[Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010]

ALL RIGHTS:

Sl. No.	Name of Village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remarks
1	Jamunia	18	29	192	Parasia	Chhindwara	0.975	Part

Total : 0.975 hectares
(approximately)
or 2.409 acres
(approximately)

Plot numbers to be acquired in Part 'F' in village Jamunia :

Tenancy land : 56

Boundary description of Part 'F' :

F1-F2-

F3 - F1 : Line starts from Point 'F1' and passes through village Jamunia along with the outer boundary of plot number 56 and nearby Point 'F2' - 'F3' and meets at starting Point 'F1'.

**SCHEDULE
(PART-'G')**

**JAMUNIA BLOCK
PENCH AREA**

DISTRICT CHHINDWARA (MADHYA PRADESH)

[Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010]

ALL RIGHTS:

Sl. No.	Name of Village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remarks
1	Jamunia	18	29	192	Parasia	Chhindwara	0.282	Part

**Total: 0.282 hectares
(approximately)
or 0.697 acres
(approximately)**

Plot numbers to be acquired in Part 'G' in village Jamunia :

Tenancy land : 29(P)

Boundary description of Part 'G' :

G1-G2-G3 : Line starts from Point 'G1' and passes nearby Point 'G2' through village Jamunia along with the outer boundary of plot number 29 and meets at Point 'G3'.

G3-G1 : Line passes through plot number 29 and meets at starting Point 'G1'.

**SCHEDULE
(PART-'H')**

**JAMUNIA BLOCK
PENCH AREA**

DISTRICT CHHINDWARA (MADHYA PRADESH)

[Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010]

ALL RIGHTS:

Sl. No.	Name of Village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remarks
1	Jamunia	18	29	192	Parasia	Chhindwara	0.567	Part

**Total: 0.567 hectares
(approximately)
or 1.401 acres
(approximately)**

Plot numbers to be acquired in Part 'H' in village Jamunia :

Tenancy land : 61/1, 61/2

Boundary description of Part 'H' :

H1-H2-H3 : Line starts from Point 'H1' in village Jamunia and passes nearby Point 'H2' along with the outer boundary of plot number 61/2 and meets at Point 'H3'.

H3-H4-H1 : Line passes nearby Point 'H4' along with the outer boundary of plot numbers 61/1, 61/2 and meets at starting Point 'H1'.

SCHEDULE**(PART-'I')****JAMUNIA BLOCK****PENCH AREA****DISTRICT CHHINDWARA (MADHYA PRADESH)**

[Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010]

ALL RIGHTS :

Sl. No.	Name of Village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remarks
1	Jamunia	18	29	192	Parasia	Chhindwara	1.036	Part
							Total : 1.036 hectares (approximately) or 2.560 acres (approximately)	

Plot numbers to be acquired in Part 'I' in village Jamunia :

Tenancy land : 200/1, 200/2, 200/3, 200/4, 200/5, 200/6

Boundary description of Part 'I' :

11-12-13 : Line starts from Point 'I1' in village Jamunia and passes nearby Point 'I2' along with the outer boundary of plot numbers 200/1, 200/5, 200/2, 200/4, 200/3, 200/6 and meets at Point 'I3'.

13-14-11 : Line passes nearby Point 'I4' along with the outer boundary of plot numbers 200/3, 200/4, 200/2, 200/5, 200/1, and meets at starting Point 'I1'.

SCHEDULE**(PART-'J')****JAMUNIA BLOCK****PENCH AREA****DISTRICT CHHINDWARA (MADHYA PRADESH)**

[Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010]

ALL RIGHTS :

Sl. No.	Name of Village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remarks
1	Jamunia	18	29	192	Parasia	Chhindwara	293.203	Part
							Total : 293.203 hectares (approximately) or 724.534 acres (approximately)	

Plot numbers to be acquired in Part 'J' in village Jamunia :**(1) Government Land :**

79(P), 85(P), 98, 100, 105, 134(P), 214, 231, 294

(2) Tenancy land :

38/4(P), 39(P), 41/1, 41/2, 42/1, 42/2, 43, 44/1(P), 44/2, 44/3, 45, 46, 47, 48, 49, 50, 51/1, 51/2, 51/3, 51/4, 51/5, 51/6, 52/1, 52/2, 52/3, 52/4, 52/5, 53, 54/1, 54/2, 54/3, 55, 57/1, 57/2, 57/3, 57/4, 57/5, 59/1, 59/2, 59/3, 63/3 (P), 80/1, 80/2, 80/3, 81, 82, 83, 84/1, 84/2, 84/3, 84/4, 87/1, 87/2, 87/3, 88, 89/1, 89/2, 90, 91/1, 91/2, 92, 93, 94, 95/1, 95/2, 95/3, 95/4, 95/5, 95/6, 96, 97, 99, 1, 99/2, 101/1, 101/2, 102/1, 102/2, 102/3, 103, 106, 107/1, 107/2, 107/3, 107/4, 107/5, 107/6, 107/7, 107/8, 107/9, 107/10, 107/11, 107/12, 108/1, 108/2, 108/3, 108/4, 109/1, 109/2, 109/3, 110, 111, 112/1, 112/2, 113, 114/1, 114/2, 114/3, 114/4, 114/5, 115/1, 115/2, 115/3, 115/4, 115/5, 115/6, 115/7, 115/8, 115/9, 115/10, 116, 117, 118, 119/1, 119/2, 120, 121/1, 121/2, 121/3, 122, 123/1, 123/2, 123/3, 123/4, 123/5, 123/6, 124/1, 124/2, 124/3, 126/1, 126/2, 126/3, 126/4, 126/5, 126/6, 127/1(P), 127/2, 128/1, 128/2(P), 143/3(P), 144/3(P), 145/1(P), 145/2(P), 145/3, 145/4(P), 145/5 (P), 145/6, 145/7, 146/1, 146/2, 147, 148/1, 148/2, 149/1, 149/2, 150/1, 150/2, 151/1, 151/2, 152/1, 152/2, 152/3, 152/4, 152/5, 152/6, 152/7, 152/8, 152/9, 152/10, 152/11, 152/12, 152/13, 153/1, 153/2, 153/3(P), 153/4(P), 154(P), 155, 156, 157, 158/1, 158/2, 158/3, 159/1, 159/2, 159/3, 159/4, 159/5, 159/6, 160, 161/1, 161/2, 162, 163/1, 163/2, 163/3, 164/1(P), 164/2, 164/3, 165/1(P), 165/2(P), 166/1, 166/2, 166/3, 167/1(P), 167/3, 167/4, 167/5, 167/6, 167/7, 167/8, 167/9, 167/10, 167/11(P), 167/12(P), 167/13(P), 167/14(P), 167/15(P), 168/1, 168/2, 171, 172/1, 172/2, 173/1, 173/2, 174, 175, 176, 177, 178/1, 178/2, 179/1, 179/2, 179/3, 179/4, 179/5, 180(P), 181(P), 181/2, 183(P), 185, 186/1(P), 186/2(P), 186/3(P), 188(P), 193/2(P), 195, 196, 197, 198, 199/1, 199/2, 201/1, 201/2, 201/3, 201/4, 203/1, 203/2, 203/3, 203/4, 203/5, 203/6, 203/7, 205/1, 205/2, 205/3, 205/4, 205/5, 205/6, 205/7, 205/8, 205/9, 205/10, 205/11, 205/12, 206/1, 206/2, 206/3, 206/4, 206/5, 206/6, 207/1, 207/2, 208, 209/1, 209/2, 210, 211, 212/1, 212/2, 213, 215, 216/1, 216/2, 216/3, 216/4, 216/5, 216/6, 216/7, 216/8, 216/9, 216/10, 216/11, 216/12, 216/13, 216/14, 216/15, 216/16, 216/17, 216/17/1, 216/17/2, 216/17/3, 216/17/4, 217, 218, 219, 220, 221, 222, 223, 224, 225/1, 225/2, 226, 227, 228, 229/1, 229/2, 230, 232, 233/1, 233/2, 233/3, 234/1, 234/2, 235/1, 235/2, 235/3, 235/4, 236/1, 236/2, 236/3, 236/4, 237/1, 237/2, 237/3, 237/4, 237/5, 237/6, 237/7, 237/8, 238, 239, 240/1, 240/2, 240/3, 240/4, 240/5, 240/6, 241/1, 241/2, 241/3, 241/4, 241/5, 241/6, 241/7, 241/8, 241/9, 241/10, 241/11, 241/12, 241/13, 241/14, 242/1, 242/2, 242/3, 242/4, 243/1, 243/2, 244/1, 244/2, 244/3, 244/4, 244/5, 245/1(P), 245/2, 246/1, 246/2, 246/3(P), 246/4, 246/5, 247(P), 249, 250/1, 250/2, 250/3, 250/4, 250/5, 250/6, 250/7, 250/8, 251, 252, 255/3(P), 261/2 (P), 262/2(P), 263(P), 264/1, 264/2(P), 264/3, 264/4, 264/5, 264/6, 264/7, 264/8, 264/9, 264/10, 264/11, 264/12, 264/13(P), 264/14, 264/15, 264/16, 264/17, 264/18, 264/19, 264/20, 264/21, 264/22, 264/23, 264/24, 264/25(P), 264/26, 264/27(P), 264/28(P), 264/29, 264/30, 264/31, 264/32, 264/33, 265, 266/1, 266/2, 266/3, 266/4, 266/5, 266/6, 266/7, 266/8, 266/9, 266/10, 266/11, 266/12, 266/13, 266/14, 266/15, 266/16, 266/17, 266/18, 266/19, 266/20, 266/21, 266/22, 266/23, 266/24, 266/25, 266/26, 266/27, 266/28, 266/29, 266/30, 266/31, 266/32, 266/33, 267, 268/1, 268/2, 268/3, 269, 270, 271, 272/1, 272/2, 272/3, 272/4, 273/1, 273/2, 273/3, 273/4, 273/5, 273/6, 274/1, 274/2, 274/3, 275, 276, 277, 278, 279, 280/1, 280/2, 281/1, 281/2, 282/1, 282/2, 283/1, 283/2, 283/3, 284/1, 284/2, 285/1, 285/2, 285/3, 285/4, 286/1, 286/2, 287, 289, 290, 291/1, 291/2, 292, 293, 295, 296/1, 296/2, 297, 298, 299, 300, 301/1, 301/2, 302, 303/1, 303/2, 303/3, 305/1, 305/2, 305/3, 305/4, 305/5, 305/6, 305/7, 305/8, 305/9, 305/10, 305/11, 305/12, 305/13, 305/14, 305/15, 305/16, 305/17, 305/18, 305/19, 305/20, 305/21, 305/22, 305/23, 305/24, 305/25, 305/26, 305/27, 305/28, 305/29, 305/30, 305/31, 305/32, 305/33, 305/34, 305/35, 305/36, 305/37, 305/38, 305/39, 305/40, 305/41, 305/42, 305/43, 305/44, 305/45, 305/46, 305/47, 305/48, 305/49, 305/50, 305/51, 305/52, 305/53, 305/54, 305/55, 305/56, 305/57, 305/58, 305/59, 305/60, 305/61, 305/62, 305/63, 305/64, 305/65, 305/66, 305/67, 305/68, 306, 307, 308/1, 308/2, 309, 310, 311, 312/1, 312/2, 313/1, 313/2, 314/1, 314/2, 314/3, 315, 318

Boundary description of Part 'J' :

J1 - J2 : Line starts from Point 'J1' on the bank of Nallah in village Jamunia then crosses Nallah and passes through plot number 128/2, crosses Road, then passes through plot number 127/1 and meets at Point 'J2'.

J2-J3-J4-

J5-J6 : Line passes nearby Point 'J3'- 'J4'- 'J5' along with the outer boundary of plot numbers 127/1, 127/2, then passes along the Nallah, then again passes along with the outer boundary of plot numbers 107/2, 115/6,

115/7, 115/10, 115/9, 115/4, 115/2, 124/3, then passes along the Road and meets at Point 'J6'.

J6-J7-J8-

J9-J10 : Line passes nearby Point 'J7'- 'J8'- 'J9' along with the outer boundary of plot numbers 126/6, 126/5, 126/1, 126/2, 126/4, 126/3, again 126/4, 126/2, 126/1, 126/5, 126/6, then passes along the road, then meets at Point 'J10' on plot number 143/1.

J10-J11-

J12-J13 : Line passes nearby Point 'J11'- 'J12' through plot number 143/2, crosses Road, then passes through plot numbers 145/2, 145/5, 145/1, 145/4, 144/3, 153/2, 153/3, 153/4, 154, 164/1, 165/1, 165/2, 167/1 then passes along the

outer boundary of plot numbers 167/11, 167/12, 167/13, 167/14, 167/15 then again passes through plot numbers 180, 181/1, 181/2, 188, 186/1, 186/2, 186/3 and meets at Point 'J13'.

J13-J14-

J15-J16 : Line passes nearby Point 'J14' - 'J15' through village Jamunia along with the outer boundary of plot numbers 186/3, 185, 178/2, 177, 176, 175 and meets at Point 'J16'.

J16-J17-J18-

J19-J20 : Line passes nearby Point 'J17' - 'J18' - 'J19' through village Jamunia along with the outer boundary of plot numbers 172/1, 172/2, 171, 167/3, 167/9, 167/8, 167/10, 167/6, 167/4, 159/5, 159/6, 159/3, 159/1, 159/2, 159/4, 158/3, 158/1, then passes through 154, and again passes outer boundary of plot numbers 156, 152/7, 152/8, 152/9, 152/10, 152/11, 152/5, 152/3, 152/4, 152/1, 151/2, 151/1, 150/2, 150/1, 148/2, 147, 146/2, 146/1 then passes along the Road and meets at Point '120'.

J20-J21-

J22-J23-

J24-J25 : Line passes nearby Point 'J21' - 'J22' - 'J23' - 'J24' through village Jamunia along with the outer boundary of plot numbers 210, 209/2, 209/1, 208, 207/2, 207/1, 206/2, 206/3, 206/4, 206/5, 205/3, 205/5, 205/9, 205/8, 205/7, 205/12, 205/2, 205/1, 205/11, 205/10, then again 205/11, 205/1, 205/4, 205/2, 205/6, 205/7, then passes along the Road and again passes outer boundary of plot number 203/2, 203/1, 203/7, 203/3, 203/4, 203/6, 203/5, then passes along the Road and meets at Point 'J25'.

J25-J26-

J27-J28-

J29-J30-

J31-J32 : Line passes nearby Point 'J26' - 'J27' - 'J28' - 'J29' - 'J30' - 'J31' through village Jamunia along with the outer boundary of plot numbers 201/4, 201/3, 201/2, then again passes with outer boundary of plot numbers 201/2, 201/3, 201/4, then passes along the Road, then 199/1, 198, 197, then again passes along the Road and passes outer boundary of plot numbers 196, 195, 193/2 and meets at Point 'J32'.

J32-J33-

J34-J36-

J37-J38 : Line passes nearby Point 'J33' - 'J34' - 'J35' - 'J37' through village Jamunia along with the outer boundary of plot numbers 193/2, 195, 214 (Govt.) Road, 305/6, 305/5, 305/19, 305/10, 305/25, 305/7, 305/13, 305/22, 305/16, 305/33, 308/2, 308/1, 309, 310, 311, 312/1, 312/2, 314/1, 314/2, 315, 305/58, 305/50, 305/61, 305/48, 305/17, 305/66, 305/64, 305/8, 305/26, 305/11, 305/65, 305/1, 305/34, 303/2, 303/3, 303/1, 299, 298, 297, 296/1, 296/2, 295, 294 (Govt.), 293, 292 and meets at Point 'J38'.

J38-J39-

J40-J41-

J42 : Line passes nearby Point 'J39' - 'J40' - 'J41' through village Jamunia along with the outer boundary of plot numbers 264/29, 264/26, 264/23, 264/22, 264/21, then passes through plot numbers 264/2, 264/27, 264/25, 263, 262/2, 261/2 and again passes along with the outer boundary of plot numbers 261/2, 264/20, 264/28, then again passes through plot numbers 264/28, 264/13, 245/1, 146/3, 247, then again passes along with the outer boundary of plot numbers 247, 236/1, 236/2, 236/4, 236/3, 235/4, 235/1, 235/3, 235/2, 234/1, 233/3 and meets at Point 'J42'.

J42-J43-

J44-J45-

J46-J47 : Line passes nearby Point 'J43' - 'J44' - 'J45' - 'J46' through village Jamunia along with the outer boundary of plot numbers 232, 249, 250/1, 250/2, 250/3, 250/4, 250/5, 251, 252, 255/3, again passes along with the outer boundary of plot numbers 252, 251, 250/8, 231 (Govt. Nallah), 79 then 59/3 and meets at Point 'J47'.

J47-J48-

J49-J51-

J52-J53 : Line passes nearby Point 'J48' - 'J49' - 'J50' - 'J51' - 'J52', through village Jamunia along with the outer boundary of plot numbers 59/2, 59/1, 54/2, 54/3, 54/1, 49, 45, 46, again 45, 41/2, 39, 41/1, 44/3, 44/2, 43 and meets at Point 'J53'.

J53-J54-

J55-J56-

J57 : Line passes nearby Point 'J54'- 'J55' - 'J56' through village Jamunia along with the outer boundary of plot numbers 44/2, then passes through plot number 44/1, then again passes outer boundary of plot numbers 44/1, 44/2, 44/3, 51/4, 51/3, 51/6, 51/5, 51/1, 52/1, 52/2, 52/3, 52/4, 52/5, 53, 55, 54/2, 59/1, 79, (Govt. Nallah) and meets at Point 'J57' on plot number 57/3.

J57-J58-

J1 : Line passes nearby Point 'J58' through village Jamunia along with the outer boundary of plot numbers 57/3, 57/5, 79, (Nallah), and meets at starting Point 'J1'.

Total-All Rights :

Schedule/Line		Area in Hectares	Area in Acres
PART-'A'	'A1' to 'A3'	0.283	0.699
PART-'B'	'B1' to 'B4'	1.362	3.366
PART-'C'	'C1' to 'C5'	1.517	3.749
PART-'D'	'D1' to 'D4'	3.586	8.861
PART-'E'	'E1' to 'E6'	7.827	19.341
PART-'F'	'F1' to 'F3'	0.975	2.409
PART-'G'	'G1' to 'G3'	0.282	0.697
PART-'H'	'H1' to 'H4'	0.567	1.401
PART-'I'	'I1' to 'I4'	1.036	2.560
PART-'J'	'J1' to 'J58'	293.203	724.534
TOTAL AREA:		310.638 (approximately)	767.617 (approximately)

MINING RIGHTS:

"SCHEDULE"
(PART-'K')

JAMUNIA BLOCK,
PENCH AREA,

TAHSILPARASIA, DISTRICT CHHINDWARA (MADHYA PRADESH)

(Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010)

MINING RIGHTS:

Sl. No.	Name of village	Old Patwari Circle number	New Patwari Circle number	Settlement number	Tahsil	District	Area in hectares	Remarks
1	Jamunia	18	29	192	Parasia	Chhindwara	14.725	Part

Total: 14.725 hectares
(approximately)
or 36.387 acres
(approximately)

MINING RIGHTS: (PART-'K')-

Plot numbers to be acquired in village Jamunia in Part-'K':

Government Forest :—**8(P), 11/1, 26/1(P), 26/2(P), 58****Boundary description (Part-‘K’) :—**

- K1-K2-K3-K4** : Line start from Point ‘K1’ in village Jamunia and passes nearby Point ‘K2’ - ‘K3’ along with the outer boundary of plot numbers 26/1, 11/1, 8 and meets at Point ‘K4’.
- K4-K5-K6** : Line passes through plot number 8 in village Jamunia and passes nearby Point ‘K5’ along the plot number 8 and meets at Point ‘K6’.
- K6-K7-K8-K9-K10** : Line passes near by Point ‘K7’ - ‘K8’ - ‘K9’ in village Jamunia along with the outer boundary of plot numbers 26/1, 26/2, then passes through plot numbers 26/2, 26/1 and meets at Point ‘K10’.
- K10-K11-K12-K13-K14-K15-K-16-K17** : Line passes near by Point ‘K11’ - ‘K12’ - ‘K13’ ‘K14’ - ‘K15’ - ‘K16’ in village Jamunia along with the plot numbers 26/1, 58, again 26/1, then passes through plot number 26/1 and meets at Point ‘K17’.
- K17-K18-K19-K20** : Line passes near by Point ‘K18’ - ‘K19’ in village Jamunia along with the outer boundary of plot number 26/1 and meets at Point ‘K20’.
- K20-K21-K1** : Line passes through plot number 26/1 in village Jamubia then passes nearby Point ‘K21’ and passes along the outer boundary of plot number 26/1 and meets at starting Point ‘K1’.

“SCHEDULE”**(PART-‘L’)****JAMUNIA BLOCK,
PENCH AREA,****TAHSIL PARASIA, DISTRICT CHHINDWARA (MADHYA PRADESH)****[Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010]****MINING RIGHTS:**

Sl. No.	Name of village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remarks
1	Jamunia	18	29	192	Parasia	Chhindwara	1.364	Part

Total : 1.364 hectares
(approximately)
or 3.371 acres
(approximately)

MINING RIGHTS: (PART- ‘L’)-**Plot numbers to be acquired in village Jamunia in Part - ‘L’ :****Government Forest :—****26/1(P),****Boundary description (Part-‘L’) :—****L1-L2-L3-**

- L4-L5** : Line starts from Point ‘L1’ in village Jamunia and passes nearby Point ‘L2’ - ‘L3’ - ‘L4’ along with the outer boundary of plot number 26/1 and meets at Point ‘L5’.
- L5-L1** : Line passes through plot number 26/1 in village Jamunia and meets at starting Point ‘L1’.

“SCHEDULE”**PART-‘M’****JAMUNIA BLOCK****PENCH AREA****TAHSIL PARASIA, DISTRICT CHHINDWARA (MADHYA PRADESH)**

[Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010]

MINING RIGHTS:

Sl. No.	Name of village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remark
1.	Jamunia	18	29	192	Parasia	Chhindwara	9.414	Part
							Total: 9.414 hectares (approximately)	
							or 23.263 acres (approximately)	

MINING RIGHTS: (PART - ‘M’)-

Plot numbers to be acquired in village Jamunia in Part - ‘M’ :

Government Forest :—

40, 60(P), 62(P)

Boundary description (Part- ‘M’):—

M1-M2-M3-

M4-M5 : Line starts from Point ‘M1’ in village Jamunia and passes nearby Point ‘M2’ - ‘M3’ - ‘M4’ along the outer boundary of plot numbers 60, 40, again 60 and meets at Point ‘M5’.

M5-M6-M7-

M8-M1 : Line passes nearby Point ‘M-6’ - ‘M7’ - ‘M8’ in village Jamunia through plot numbers 60, 62, again 60 and meets at starting Point ‘M1’.

“SCHEDULE”**PART-‘N’****JAMUNIA BLOCK****PENCH AREA****TAHSIL PARASIA, DISTRICT CHHINDWARA (MADHYA PRADESH)**

[Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010]

MINING RIGHTS:

Sl. No.	Name of village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remark
1	Jamunia	18	29	192	Parasia	Chhindwara	9.931	Part
							Total: 9.931 hectares (approximately)	
							or 24.540 acres (approximately)	

MINING RIGHTS: (PART - 'N')-

Plot numbers to be acquired in village Jamunia in Part - 'N' :

Government Forest :—

125, 137(P)

Boundary description (Part- 'N') :—

N1-N2 : Line starts from Point 'N1' in village Jamunia and passes through Point number 137 and meets at Point 'N2'.

N2-N3-N4-

N5-N6-N7-

N8-N9-N1 : Line passes nearby Point 'N3' - 'N4' - 'N5' - 'N6' - 'N7' - 'N8' - 'N9' through village Jamunia along with the outer boundary of plot numbers 137, 125, again 137 and meets at starting Point 'N1'.

"SCHEDULE"**PART-'O'**

**JAMUNIA BLOCK
PENCH AREA**

TAHSIL PARASIA, DISTRICT CHHINDWARA (MADHYA PRADESH)

[Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010]

MINING RIGHTS:

Sl. No.	Name of village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remark
1.	Jamunia	18	29	192	Parasia	Chhindwara	0.081	Part

**Total: 0.081 hectares
(approximately)
or 0.200 acres
(approximately)**

MINING RIGHTS: (PART - 'O')-

Plot numbers to be acquired in village Jamunia in Part - 'O' :

Government Forest :—

104

Boundary description (Part- 'O') :—

O1-O2-

O3-O1 : Line starts from Point 'O1' in village Jamunia and passes nearby Point 'O2' - 'O3' along with the outer boundary of plot number 104 and meets at starting Point 'O1'.

"SCHEDULE"**PART-'P'**

**JAMUNIA BLOCK
PENCH AREA**

TAHSIL PARASIA, DISTRICT CHHINDWARA (MADHYA PRADESH)

[Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010]

MINING RIGHTS:

Sl. No.	Name of village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remark
1.	Jamunia	18	29	192	Parasia	Chhindwara	3.493	Part

Total : 3.493 hectares
(approximately)
or **8.632 acres**
(approximately)

MINING RIGHTS : (PART - 'P')-

Plot numbers to be acquired in village Jamunia in Part - 'P' :

Government Forest :—

248(P)

Boundary description (Part- 'P') :

- P1-P2-P3 : Line starts from Point 'P1' in village Jamunia and passes nearby Point 'P2' along with the outer boundary of plot number 248 and meets at Point 'P3'.
- P3-P4 : Line passes through plot number 248 and meets at Point 'P4'.
- P4-P5-P1 : Line passes nearby Point 'P5', along with the outer boundary of plot number 248 and meets at starting Point 'P1'.

"SCHEDULE"
PART-'Q'

JAMUNIA BLOCK
PENCH AREA

TAHSIL PARASIA, DISTRICT CHHINDWARA (MADHYA PRADESH)

[Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010]

MINING RIGHTS:

Sl. No.	Name of village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remark
1.	Jamunia	18	29	192	Parasia	Chhindwara	18.282	Part

Total : 18.282 hectares
(approximately)
or **45.177 acres**
(approximately)

MINING RIGHTS : (PART - 'Q')-

Plot numbers to be acquired in village Jamunia in Part - 'Q' :

Government Forest :—

169, 170, 202(P), 204

Boundary description (Part- 'Q') :

Q1-Q2-Q3-Q4-

Q5-Q6-Q7-Q8-

Line starts from Point 'Q1' in village Jamunia and passes nearby Point 'Q2'-'Q3'-'Q4'-'Q5'-'Q6'-'Q7' along with the outer boundary of plot number 202 and meets at Point 'Q8'.

Q8-Q9-Q10-Q11-

Q12-Q13-Q14 : Line passes nearby Point 'Q9'-'Q10'-'Q11'-'Q12'-'Q13' along with the outer boundary of plot numbers 202, 204 and meets at Point 'Q14'.

Q14-Q15-Q16-

Q17-Q18- : Line passes nearby Point 'Q15'-'Q16'-'Q17'-'Q18'-'Q19' along the outer boundary of plot numbers

Q19-Q20 : 202, 169, again 202, 170, again 202 and meets at Point 'Q20'.

Q20-Q1 : Line passes along with the plot number 202 then passes through plot number 202 and meets at starting Point 'Q1'.

"SCHEDULE"**PART-'R'****JAMUNIA BLOCK****PENCH AREA****TAHSIL PARASIA, DISTRICT CHHINDWARA (MADHYA PRADESH)**

[Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010]

MINING RIGHTS:

Sl. No.	Name of Village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remarks
1.	Jamunia	18	29	192	Parasia	Chhindwara	0.291	Part
							Total: 0.291 hectares (approximately)	
							or 0.719 acres (approximately)	

MINING RIGHTS: (PART-'R')-

Plot numbers to be acquired in village Jamunia in Part-'R':

Government Forest :—

184

Boundary description (Part-'R') :—

R1-R2-R3-

R4-R1 : Line starts from Point 'R1' in village Jamunia and passes nearby Point 'R2'-'R3'-'R4' along with the outer boundary of plot number 184 and meets at starting Point 'R1'.

"SCHEDULE"**PART-'S'****JAMUNIA BLOCK****PENCH AREA****TAHSIL PARASIA, DISTRICT CHHINDWARA (MADHYA PRADESH)**

[Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010]

MINING RIGHTS:

Sl. No.	Name of Village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remarks
1	Jamunia	18	29	192	Parasia	Chhindwara	0.555	Part
							Total: 0.555 hectares (approximately)	
							or 1.372 acres (approximately)	

MINING RIGHTS : (PART - 'S')-**Plot numbers to be acquired in village Jamunia in Part - 'S' :****Government Forest :—**

288

Boundary description (Part- 'S') :—

S1-S2-S3-

S4-S1 : Line starts from Point 'S1' in village Jamunia and passes nearby Point 'S2'-'S3'-'S4' along with the outer boundary of plot number 288 and meets at starting Point 'S1'.

“SCHEDULE”**PART-'T'**

**JAMUNIA BLOCK
PENCH AREA**

TAHSIL PARASIA, DISTRICT CHHINDWARA (MADHYA PRADESH)

[Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010]

MINING RIGHTS:

Sl. No.	Name of Village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remarks
1	Jamunia	18	29	192	Parasia	Chhindwara	0.109	Part

**Total: 0.109 hectares
(approximately)
or 0.269 acres
(approximately)**

MINING RIGHTS : (PART - 'T')-**Plot numbers to be acquired in village Jamunia in Part - 'T' :****Government Forest :—**

304

Boundary description (Part- 'T') :—

T1-T2-T3-T1 : Line starts from Point 'T1' in village Jamunia and passes nearby Point 'T2'-'T3' along with the outer boundary of plot number 304 and meets at starting Point 'T1'.

“SCHEDULE”**PART-'U'**

**JAMUNIA BLOCK
PENCH AREA**

TAHSIL PARASIA, DISTRICT CHHINDWARA (MADHYA PRADESH)

[Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010]

MINING RIGHTS:

Sl. No.	Name of Village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remarks
1	Jamunia	18	29	192	Parasia	Chhindwara	0.816	Part

Total : 0.816 hectares
(approximately)
or 2.016 acres
(approximately)

MINING RIGHTS: (PART - 'U')-

Plot numbers to be acquired in village Jamunia in Part - 'U' :

Government Forest :—

260(P)

Boundary description (Part- 'U') :—

U1-U2-U3 : Line starts from Point 'U1' in village Jamunia and passes nearby Point U2 along with the outer boundary of plot number 260 and meets at Point 'U3'.

U3-U1 : Line passes through plot number 260 and meets at starting Point 'U1'.

"SCHEDULE"**PART-'V'****JAMUNIA BLOCK****PENCH AREA****TAHSIL PARASIA, DISTRICT CHHINDWARA (MADHYA PRADESH)**

[Plan number: C-I(E) III/GR/840-0910, dated the 9th September, 2010]

MINING RIGHTS:

Sl. No.	Name of Village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remarks
1	Jamunia	18	29	192	Parasia	Chhindwara	0.156	Part

Total : 0.156 hectares
(approximately)
or 0.385 acres
(approximately)

MINING RIGHTS: (PART - 'V')-

Plot numbers to be acquired in village Jamunia in Part - 'V' :

Government Forest :—

260(P)

Boundary description (Part- 'V') :—

V1-V2-V3 : Line starts from Point 'V1' in village Jamunia and passes nearby Point 'V2' along with the outer boundary of plot number 260 and meets at Point 'V3'.

V3-V4-V1 : Line passes through plot number 260 and passes nearby Point 'V4' along the outer boundary of plot number 260 and meets at starting Point 'V1'.

“SCHEDULE”

PART-‘W’

JAMUNIA BLOCK

PENCH AREA

TAHSIL PARASIA, DISTRICT CHHINDWARA (MADHYA PRADESH)

[Plan number: C-1(E) III/GR/840-0910, dated the 9th September, 2010]

MINING RIGHTS:

Sl. No.	Name of Village	Old Patwari Circle number	New Patwari Circle number	Settle-ment number	Tahsil	District	Area in hectares	Remarks
I	Jamunia	18	29	192	Parasia	Chhindwara	0.085	Part

Total : 0.085 hectares
(approximately)
or 0.210 acres
(approximately)

MINING RIGHTS : (PART-‘W’)—

Plot numbers to be acquired in village Jamunia in Part - ‘W’ :

Government Forest :—

86

Boundary description (Part- ‘W’) :—

W1-W2-W3

W1 : Line starts from Point ‘W1’ in village Jamunia and passes nearby Point ‘W2’ - ‘W3’ along with the outer boundary of plot number 86 and meets at starting Point ‘W1’.

Total-MINING Rights :

Schedule/Line		Area in Hectares	Area in Acres
PART-‘K’	K1 to K21	14.725	36.387
PART-‘L’	L1 to L5	1.364	3.371
PART-‘M’	M1 to M8	9.414	23.263
PART-‘N’	N1 to N9	9.931	24.540
PART-‘O’	O1 to O3	0.081	0.200
PART-‘P’	P1 to P5	3.493	8.632
PART-‘Q’	Q1 to Q20	18.282	45.177
PART-‘R’	R1 to R4	0.291	0.719
PART-‘S’	S1 to S4	0.555	1.372
PART-‘T’	T1 to T3	0.109	0.269
PART-‘U’	U1 to U3	0.816	2.016
PART-‘V’	V1 to V4	0.156	0.385
PART-‘W’	W1 to W3	0.085	0.210
TOTAL AREA:		59.302 (approximately)	146.541 (approximately)

[F.No. 43015/13/2009-PR1W-I]

S. C. BHATIA, Director

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 23 नवम्बर, 2010

का.आ. 2924.— भारत सरकार पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में मैसर्स ब्रह्मपुत्र क्रैकर एण्ड पॉलीमर लिमिटेड द्वारा रॉ वाटर इन्टेक पाइप लाइन वूरीदिहिंग रिवर (53 एफ एस ग्रांट) से पेट्रोकेमिकल काम्प्लैक्स लेपेटकाटा और ट्रीएटेड इफ्लुएंट डिस्पोजल पाइप लाइन पेट्रोकेमिकल काम्प्लैक्स लेपेटकाटा से ब्रह्मपुत्र रिवर (चोलखोवा एन सी) तक बिछाने के लिये उक्त अधिनियम के अधीन संलग्न सूची के स्तम्भ (1) में वर्णित व्यक्ति को स्तम्भ (2) में वर्णित क्षेत्र में सक्षम प्राधिकारी के कृत्यों का पालन करने के लिये नियुक्त करती है।

अधिसूची

व्यक्ति का नाम और पता	अधिकारिता का क्षेत्र
(1)	(2)
श्रीमती बंदना दत्ता तामूली, अतिरिक्त उप कमिश्नर, जिला डिब्रूगढ़, आसाम	1. आसाम राज्य जिला डिब्रूगढ़, रॉ वाटर इन्टेक पाइप लाइन वूरीदिहिंग रिवर (53 एफ एस ग्रांट) से पेट्रोकेमिकल काम्प्लैक्स लेपेटकाटा तक बिछाने हेतु 2. आसाम राज्य जिला डिब्रूगढ़, ट्रीएटेड इफ्लुएंट डिस्पोजल पाइप लाइन पेट्रोकेमिकल काम्प्लैक्स लेपेटकाटा से ब्रह्मपुत्र रिवर (चोलखोवा एन सी) तक बिछाने हेतु

[फा. सं. एल 1-4014/88/10 जी. पी.]

स्नेह पी. मदान, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 23rd November, 2010

S.O. 2924.— Whereas, in pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Government of India hereby authorizes the person mentioned in column (1) of the schedule given below to perform the functions of the Competent Authority under the said Act for laying of Raw Water Intake Pipeline from Buridhing River (53 F.S. Grant) to Petrochemical complex Lapetkata and laying of Treated Effluent Disposal Pipeline from Petrochemical complex Lapetkata to Brahmaputra River (Chaulkhowa NC) by M/s. Brahmaputra Cracker and Polymer Limited (BCPL) in the area mentioned in column (2) of the said schedule.

Schedule

Name and Address of the person	Area of Jurisdiction
(1)	(2)
Smt. Bandana Dutta Tamuli, ACS (Additional Deputy Commissioner) Dibrugarh (Assam)	1. State of Assam areas falling in Dibrugarh District for laying of Raw Water Intake Pipeline from Buridhing River (53 F.S. Grant) to Petrochemical complex Lapetkata. 2. State of Assam areas falling in Dibrugarh District for laying of Treated Effluent Disposal Pipeline from Petrochemical complex Lapetkata to Brahmaputra River (Chaulkhowa NC)

[F. No. 1-14014/88/10-G.P.]
SNEH P. MADAN, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 27 अक्टूबर, 2010

का.आ. 2925.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एरोफ्लोट रूसियन इन्टरनेशनल एयरलाइन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 1/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-10-2010 को प्राप्त हुआ था।

[सं. एल-11012/03/2008-आई आर(सी-1)]

डॉ. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 27th October, 2010

S.O. 2925.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.01/2010) of the Central Government Industrial Tribunal-Cum- Labour Court. No. 1, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Aeroflot Russian International Airlines and their workmen, which was received by the Central Government on 27-10-2010.

[No. L-11012/03/2008-IR (C-1)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO. 1 KARKARDOOMA COURT COMPLEX, DELHI
I.D.NO. 1/2010**

The President,
Aeroflot Employees Union (Regd.),
RZ/8 61, Raj Nagar-II,
Palam Colony,
New Delhi-45

... Workman

Versus

Aeroflot Russian International Airlines,
Terminal-II, I.G.I. Airport,
New Delhi.

... Management

AWARD

Director General, Civil Aviation took a decision to enlist agencies who can provide ground handling services at various aerodromes vide its circular dated 28-9-2007. In anticipation of that decision a press release was made by the Press Information Bureau, Government of India, New Delhi, on 1st of February, 2007 informing that approval has been granted by Ministry of Civil Aviation regarding ground handling policy for metro airports, including I.G.I Airport, New Delhi. It was detailed in press release that ground

handling services at metropolitan airports would be carried out by respective airport operators itself by its joint venture and the airlines, involved in ground handling will not be permitted to undertake self handling w.e.f. 1st of January, 2009. On the date of the press release, Aeroflot Russian International Airlines (hereinafter referred to as the management) was doing self handling at I.G.I Airport, New Delhi. The press release made employees of the management panicky about their future. They started approaching other agencies for employment and informed the management that they would take employment elsewhere. 22 employees including operators of the management tendered their resignation in August, 2007. Since ramp ground handling services require high level of cooperation and team work, in a fixed time frame, hence ramp ground handling services cannot be engaged in piecemeal and on account of resignation of its employees the management took a decision to request Combata Civil Aviation Pvt. Ltd. (hereinafter referred to as the Agency) to provide complete ramp ground handling services to them. The management retrenched services of 29 employees on 14-9-2007, who were doing ramp ground handling services for it. Aeroflot Employees Union, (hereinafter referred to as the Union) raised a dispute before the Conciliation Officer. Since conciliation proceedings failed the appropriate Government referred the dispute to Central Government Industrial Tribunal No.2. vide its order No. 1. -11012/3/2008-IR (CM-I) New Delhi dated 14-8-2008 with the following terms:

“(i) Whether the action of the management of Aeroflot Russian International Airlines, New Delhi in dismissing the services of 29 workmen (as per annexure) is justified and legal? (ii) To what relief the concerned workmen entitled?”

2. Matter was transferred to this Tribunal by the appropriate Government vide its order No. 1. -11012/3/2008-IR (C-1) dated 22-12-2009 for adjudication of the dispute either denovo or from the stage it was pending at the time of transfer.

3. In the Claim statement the Union asserts that the claimant were employed by the management in different years from 1985 to 1996. Claimant Om Bahadur was appointed in 1985, Tek Ram was appointed in 1990, Gokaran Nath Tiwari was appointed in 1991. Subhash Ram was appointed in 1994, while others were appointed in 1995-1996. The management was planning to transfer regular perennial nature of work of ground handling unit to some agency on contract basis. Therefore the Union raised a dispute before the Conciliation Officer on 16-7-2007 for getting the management restrained from transferring ground handling job to the Agency. The claimants were retrenched by the management w.e.f. 1-9-2007 and as such a complaint was filed on 5-9-2007 to get the management prosecuted. The management had entered into an agreement with the Agency on 30-8-2007 for discharging ground handling

jobs. The management had committed breach of provisions of section 23 of the Contract Labour (Regulation & Abolition) Act, 1970 (in short the Contract Labour Act), since provisions of section 7 and 12 of the said Act were not complied with. Principles of last to come and first to go was not followed by the management. Though the claimants were working with the management for the last 12-20 years, yet they were illegally retrenched by the management. On 15-9-2007 a notice was displayed by the management projecting that there was no work for the claimants and they had become surplus, hence their services were retrenched w.e.f. 14-9-2007. Prior to that notice management has informed Bureau of Civil Aviation on 29-8-2007 that it would avail services of the Agency for ramp ground handling job w.e.f. 30-8-2007. An application for getting the management prosecuted was moved under section 31 (1) read with section 25U of the Industrial Disputes Act, 1947 (in short the Act).

4. Claimants project that there were no compelling circumstances before the management to avail services of the Agency. Negotiations between the management and the Agency were going on for couple of months and the management started putting pressure on its regular employees either to resign or to face removal order. Claimants were assured that they would be engaged by the Agency on same terms and conditions which assurances never came to be true. The Union filed different applications on 16-7-2007, 5-9-2007 and 8-10-2007 before the Conciliation Officer for initiation of appropriate action against the management. It has been projected that action of retrenchment was taken by the management when complaints were pending before the Conciliation Officer and thus provisions of section 33 of the Act were violated. A claim has been made that the claimants may be reinstated with full back wages and continuity of their services besides all other consequential benefits. Interest @ 24% per annum has also been claimed on back wages which would be awarded in their favour.

5. Shri Krishan Pal Singh, Amit Kumar, Shish Pal Singh, Krishan Pal Malik and Shri Salekh Chand opted not to raise their grievance before this Tribunal. It was projected by Shri Suresh Kumar, President of the Union, that they are not interested in getting their grievance redressed.

6. Claim was resisted pleading that the Union was not a recognized union for the establishment of the management, hence it has no right to initiate any industrial dispute on behalf of the claimants. The dispute under reference has been deliberately raised by an unrecognized union with ulterior motives. Services of Shri Suresh Kumar, Jagpal and Sunil Kumar Rathi were terminated by the management, on account of serious acts of misconduct committed by them who got the dispute raised with ulterior motives. Services of 29 employees were legally retrenched

by the management. Retrenchment compensation was paid to them in accordance with law. The management had neither violated the provisions of section 9-A and Fourth Schedule nor of section 33 of the Act. The management an international airlines is engaged in the business of transportation of passengers and cargo. In connection thereto, it was doing self ramp ground handling at Terminal II, I. G. I Airport, New Delhi. Ground handling time between arrival and departure of a flight is one hour and thirty minutes. All loading unloading and clearing etc. are required to be done during that period. High level of coordination and team work is required for time bound process. Delays cannot be afforded in flight departures as onward connection is also scheduled at Masco. In case of delays when passengers loose onward connection or cargo/package does not reach in time, it entails heavy penalty and claims.

7. The management unfolds that on 1-2-2007, Press Information Bureau Government of India released information regarding approval granted by the Ministry of Civil Aviation in respect of ground handling policy for metro airports including I.G.I. Airport, New Delhi. As per the press release ground handling at metropolitan airports was to be carried out by respective airport operator itself by its joint venture w.e.f. 1-1-09 and airlines involved in ground handling were not to be permitted to undertake heavy handling from that date. On circulation of the press release the operators technicians and loaders started approaching other agencies for employment to secure their future and simultaneously informed the management that they would be leaving its services to take jobs elsewhere. Since ground handling staff was handling all services between arrival and departure of flights as such management requested them to bear with it for sometime till alternate arrangements could be made. Enlisting jobs which were to be done for ground handling the management projects that entire ramp operations require a high level of coordination skill and technical knowledge to perform those operations. It agitates that ground handling services could not be engaged in piece-meal. In August 2007 around 22 to 25 employees informed the management that they intend to resign its services and demanded ex-gratia payment for the services rendered by them. In view of these compelling circumstances the management was unable to provide ground handling job and had to negotiate with those employees. Fresh appointment was to be followed by proper police verification and approval for airport entry hence it was not expedient to proceed for fresh appointment of persons. In view of the threat of employee to resign from service the management had to request the Agency to provide services for ramp ground work at Terminal II, I.G.I. Airport, New Delhi. Retrenchment of the claimants was occasioned since the management had no control over the circumstances. The retrenchments so done were in accordance with the law. The claimants were retrenched on

14-9-2007. Moving of complaint dated 16-7-2007 has not been disputed. The management projects that it had not committed any breach of provisions of Section 33 of the Act. It has been claimed that case projected by the Union is liable to be dismissed being devoid of merits.

8. Since facts pleaded in the claim statement as well as in the written statement were not in dispute no evidence was adduced by the parties on the controversy.

9. Arguments were heard at the bar. Shri M. A. Niazi authorised representative, advanced arguments on behalf of the claimant. Shri M. K. Dwivedi authorised representative, raised her submissions on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

10. At the outset objection raised by the management on competence of the union to raise the dispute would be considered. Though such an objection was raised in written statement but it was not raised by Shri Dwivedi during the course of arguments. Even otherwise in *Bombay Union of Journalists (1961 (2) L.L.J. 436)* the Apex Court ruled that an individual dispute could only be converted into an industrial dispute by espousal by a union of the employees or by an appreciable number of employees. In *Dharampal Premchand (Saughandi) (1965 (1) L.L.J. 668)* it was ruled that a union may validly raise a dispute though it may be minority union of the workmen in an establishment or if there is no union a group of employees can raise the dispute. Here in the case the Union as well as 29 claimants have raised the dispute. Hence objection taken by the management have no substance. The same is discarded.

11. The Union projects that a complaint dated 16-7-2007 was moved before the Conciliation Officer for getting the management restrained from transferring ground handing jobs to the Agency. It is also not a matter of dispute, that on the said complaint the Conciliation Officer issued notice to the management and disposed it off on 13-8-2007 with an observation that the management shall not dismiss or discharge the claimants without following procedure laid down under Section 33 of the Act. Consequently it is evident that the complaint dated 16-7-2007 was disposed of by the Conciliation Officer, much prior to the date of retrenchment of the claimants.

12. Filing of complaints dated 5-9-2007 and 8-10-2007 are also not in dispute. These complaints were filed by the claimants to get the management prosecuted. Complaint dated 5-9-2007 was moved prior to the date of retrenchment. Question for consideration comes as to whether pendency of that complaint requires the Conciliation Officer to initiate conciliation proceedings. For an answer, it is expedient to know what words "conciliation proceedings" mean. Clause (e) of section 2 of the Act

defines 'conciliation proceedings.' It defines that conciliation proceedings means any proceedings held by the Conciliation Officer or Board under this Act. Section 12 of the Act defines duties of the Conciliation Officer. Sub-section (1) of the said Section contemplates that where any industrial dispute exists or is apprehended the conciliation officer may or where dispute relates to a public utility service and a notice under section 22 has been given shall hold Conciliation proceedings in the prescribed manner. As emerge, conciliation proceedings would be held by the Conciliation Officer in the prescribed manner where an industrial dispute exists or is apprehended. A clear distinction between the disputes relating to non public utility service and public utility service has been made since in a case of non public utility service a discretion vests in the Conciliation Officer whether or not to hold conciliation proceedings whereas in disputes relating to public utility service conciliation is mandatory. Consequently it is expedient to know as to what an industrial dispute means. For an answer to this proposition one has to see the definition of "industrial dispute". Clause (k) of section 2 of Act defined industrial disputes, which definition is extracted thus:—

"Industrial dispute" means any dispute or difference between employers and employees, or between employers and workmen or between workmen and workmen which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person;"

13. The definition of "Industrial dispute" referred above can be divided into four parts, viz (i) factum of dispute (2) parties to the dispute, viz (a) employers and employees (b) employer and workmen or (c) workmen and workmen (3) subject matter of the dispute which should be connected with- (i) employment or non employment, or (ii) terms of employment or (iii) condition of labour of any person and (4) it should relate to an "industry".

14. Any dispute or difference between 'employers and employees' or between 'employer and workmen' or between workman and workmen' which is connected with employment or non-employment or terms of employment or with the conditions of labour of any person would fall within the ambit of the definition of industrial dispute. In other words, a dispute or difference must relate to either the employment or on-employment or the terms of employment or the conditions of labour of any person. Unless a dispute is connected with these matters it would not fall within the ambit of an industrial dispute. 'Employment or non-employment' constitutes the subject matter of one class of industrial disputes the other two classes of disputes being those connected with the 'terms of employment' and the 'conditions of labour'. Definition referred above discloses that disputes of particular kinds alone are regarded as industrial disputes. It may be noticed

that the definition does not refer to an 'industry'. But an industrial dispute, on the grammar of the expression itself mean a dispute in an industry. Industry is therefore the nexus between employers and employees and it is this, nexus which brings distinct bodies together. It is therefore follows that before an "industrial dispute" can be raised between employers and employer or between employers and their workmen or between workman and workman, in relation to the employment or non-employment or the terms of employment or the conditions of labour of any person, there must first be established a relationship of employer and employees associating together the former following a trade, business manufacture, undertaking or calling of employers, in the production of material goods and material services and the later following any calling, service employment, handicraft or industrial occupation or avocation of workman in aid of the employer's enterprise. In other words, besides the requirements of section 2 (k), unless the disputes is related to an industry as defined in section 2 (j) of the Act, it will not be an industrial dispute.

15. Now I would turn to the facts to ascertain as to whether presentation of the complaint dated 5-9-2007 discloses an industrial dispute. As borne out of the complaint, under reference it was high lighted that a dispute was raised on 16-7-07 concerning apprehended transfer of undertaking and retrenchment of regular employees. The complaint proceeds that the management illegally terminated services of S/Shri Suresh Kumar, Jagpal, Sunil Kumar Rathi and Rishi Pal treating them as regular employees. Suresh Kumar is the President of the Union, Jagpal is General Secretary while Rishi Pal is Joint Secretary of the said union. Being office bearer of the Union, they were protected workmen. The management had committed an unfair labour practice in not declaring them as protected employees. Their services were terminated in violation of the provisions of sub-section (3) of Section 33 of the Act for the mere reason that they had raised an industrial dispute being I.D. No. 16 of 2006 which pends adjudication before this Tribunal. The complaint proceeds further that the management illegally retrenched 16 employees by coercing them to resign with threat of their dismissal. These employees have tendered their resignation with a view to obtain employment with the Agency. No prior approval/permission was obtained when their services were terminated. It was prayed that a complaint be lodged before a Court of competent jurisdiction for getting General Manager of the management prosecuted under Section 31 (1) and 25 U of the Act, Besides a prayer to restrain the management from transferring its undertaking with malafide intention.

16. An industrial dispute was raised by the Union before the Conciliation Officer, pleading that the management is putting pressure on its employees to furnish fresh bio-data with a view to make them contract employees.

Some of them yielded to illegal demand of the management. Harvinder Singh, Y. K. Sen, S. K. Sharma, Abhinav Kumar and Shashi Kant Gupta were constrained to sign fresh contracts of fixed term of appointment which act was unfair labour practice. Services of Shri Y. K. Sen were thereafter terminated by the management. It was also pleaded that proper scales of pay were not granted to the workmen, since conciliation proceedings failed, appropriate Government referred that dispute to this Tribunal vide its order dated 1st of June, 2006. In the claim statement filed by the Union name of 26 workmen were detailed in respect of whom a claim was made that appropriate conditions of services may be laid by this Tribunal which dispute still pends adjudication.

17. An application under clause (b) of sub-section (2) of Section 33 of the Act was moved by the management on 4th of May 2009 seeking an approval of action of dismissal taken by it against workman Jagpal which pends adjudication. Applications in respect of Suresh and Sunil Kumar Rathi were also moved by the management, alongwith the application moved in respect of workman Jagpal which applications also pend adjudications before this Tribunal. The application under clause (b) of sub-section (2) of Section 33 of the Act was also moved in respect of workman Rishi Pal, alongwith the applications referred above. During pendency of the said application Rishi Pal amicably settled his grievance with the management and obtained a sum of Rs. 2,16,250 from his employer. The management made a statement seeking withdrawal of the approval application. Therefore the approval application was disposed of vide award dated 23-10-2009. These facts make it clear that the management moved approval applications in respect of dismissal of Suresh Kumar, Jagpal, Sunil Kumar Rathi and Rishi Pal out of which one application was disposed of while three still pend adjudication.

18. Section 33 of the Act bars alteration in conditions of service "prejudicial" to the workman concerned in the dispute and punishment of discharge or dismissal when either is connected with pendentelite industrial dispute "save with the permission of the authorities before which the proceedings is pending" or where the discharge or dismissal is for any misconduct not connected with the pendentelite industrial dispute without the "approval of such authority". Prohibition contained in Section 33 of the Act is two fold. On one hand, they are designed to protect the workman concerned during the course of industrial conciliation, arbitration and adjudication, against employers harassment and victimization on account of their having raised the industrial dispute or their continuing the pending proceedings and on the other they seek to maintain status quo by prescribing management's conduct which may give rise to "fresh dispute" which further exacerbate the already strained relations between employer and the workman. Where industrial disputes

are pendentelite before an authority mentioned in the section, it was thought necessary that such disputes should be conciliated or adjudicated upon by the authority in a peaceful atmosphere, undisturbed by any subsequent causes for bitterness or unpleasantness. To achieve this object a ban has been imposed upon the employer exercising his common law, statutory or contractual right to terminate the services of his employees according to contract or the provisions of law governing such service. The ordinary right of the employer to alter the terms of his employees' services to their prejudice or to terminate their services under the general law governing contract of employment, has been banned subject to certain conditions. This ban therefore is designed to restrict the interference of the general rights and liabilities of the parties under the ordinary law within the limits truly necessary for accomplishing the object of those provisions. Anxiety to know about ban on the right of the employer, persuades me to reproduce the provisions of Section 33 of the Act thus:

“33. Conditions of service etc., to remain unchanged under certain circumstances during pendency of proceedings. —(1) During the pendency of any conciliation proceeding before a conciliation officer or a board or of any proceeding before an arbitrator or a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall,—

(a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute the conditions of service applicable to them immediately before the commencement of such proceeding; or

(b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workman concerned in such dispute.

Save with the express permission in writing of the authority before which the proceeding is pending.

(2) During the pendency of any such proceedings in respect of an industrial dispute, the employer may, in accordance with standing orders applicable to a workman concerned in such dispute or where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman—

(a) alter in regard to any matter not connected with the dispute the conditions of service applicable to that workman immediately before the commencement of such proceeding; or

(b) for any misconduct not connected with the dispute discharge or punish whether by dismissal or otherwise that workman:

Provided that no such workman shall be discharged or dismissed unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.

(3) Notwithstanding anything contained in sub-section (2) no employer shall during the pendency of any such proceeding in respect of an industrial dispute take any action against any protected workman concerned in such dispute

(a) by altering to the prejudice of such protected workman the conditions of service applicable to him immediately before the commencement of such proceeding, or

(b) by discharging or punishing whether any dismissal or otherwise such protected workman.

Save with the express permission in writing of the authority before which the proceeding is pending.

Explanation: For the purposes of this sub-section, a “protected workman”, in relation to an establishment means a workman who being a member of the executive or other office bearer of a registered trade union connected with the establishment is recognized as such in accordance with rules made in this behalf.

(4) In every establishment the number of workmen to be recognized as protected workmen for the purposes of sub-section (3) shall be one per cent of the total number of workmen employed therein subject to a minimum number of five protected workmen and a maximum number of one hundred protected workmen and for the aforesaid purpose the appropriate Government may take rules providing for the distribution of such protected workmen among various trade unions, if any connected with the establishment and the manner in which the workmen may be chosen and recognized as protected workmen.

(5) Where an employer makes an application to a conciliation officer, Board an arbitrator a Labour Court Tribunal or National Tribunal under the proviso to sub -section (2) for approval of the action taken by him, the authority concerned shall without delay hear such application and pass within a period of three months from the date of receipt of such application such order in relation thereto as it deems fit.

Provided that where any such authority considers it necessary or expedient so to do, it may for reasons to be recorded in writing extend such period by such further period as it may think fit.

Provided further that no proceedings before any such authority shall lapse merely on the ground that any period specified in this sub-Section had expired without such proceedings being completed.

19. As noted above sub-Sections (1) and (2) are designed for different purpose since sub-Section (1) applies to the proposition when the employer wants to alter service conditions of the workman to his prejudice in regard to any matter connected with the dispute or for any misconduct connected with the dispute, in that situation he is obliged to seek prior permission in writing of the authority before whom the dispute is pending and in a case where the employer wants to alter service conditions of a workman in regard to a matter not connected with the dispute or for any misconduct not connected with the dispute in that situation he is obliged to seek approval of the order under sub-Section (2) of the aforesaid Section. When an employer violates the provisions of sub-Section (1) or sub-Section (2) of Section 33 of the Act, an instant remedy is provided to the workman by the provisions of Section 33A of the Act. In other words, where an employer has contravened the provisions of Section 33 the aggrieved workman has been given the option to make a complaint in writing to the authority before whom an industrial dispute is pending with which the aggrieved workman is concerned. The complaint of such contravention can be made not to the adjudicating authorities but to the conciliatory authority also. If a complaint is made to a conciliatory authority viz a Conciliation Officer or a Board of Conciliation clause (a) of Section 33A of the act authorizes a Conciliation Officer or the Board to take such complaint into account in bringing about a settlement of the complained dispute. The Conciliation Officer or the Board is not empowered to adjudicate upon the dispute which is the area of adjudicatory authorities. When a complaint is made to adjudicatory authority viz. Arbitrator, Labour Court Tribunal or National Tribunal it will adjudicate upon the dispute as if it is a dispute referred to or pending before it.

20. In order to avail protection of clause (a) of sub Section (1) of Section 33 of the Act, the claimants should satisfy following conditions.

- (i) there should be a pendency as aforesaid of any proceedings in respect of an industrial dispute,
- (ii) the workmen claiming protection should not only be a workman within the meaning of clause (s) of Section 2 of the act, but he should also be a workman concerned in the pending dispute,
- (iii) the alteration in question, if the effect of making a change in the conditions of service applicable to such workman which were applicable to him immediately before the commencement of such proceedings and such alteration should be prejudicial to his interest, and

(iv) such alteration should be in regard to any matter connected with the pending dispute.

If these four conditions exist the employer can discharge or punish the workman concerned by dismissal or otherwise only with the express permission in writing of the authority before whom the proceedings in respect of industrial dispute is pending. In absence of such a permission there can be no discharge or dismissal and persistence of such an action will expose the employer to the consequence as enacted by Section 31 and 33-A of the Act.

21. Industrial dispute being I.D. No. 16/2006 was referred by the appropriate Government raising a proposition as to whether demand of the Union from the management that the workmen may be placed in proper pay scales and granted facilities under will defined service conditions as per labour laws is justified. In the claim statement filed by the Union it was projected that 26 workmen were to be placed in proper pay scales and facilities as defined under labour laws. Out of those 26 workmen in respect of four approval applications were moved by the management as detailed above. 18 workmen are such who were projecting their grievances before this Tribunal whose name also find place in the claim statement filed in industrial dispute being I. D. No. 16/2006. Two workmen namely, Om Bahadur and Krishnan are such whose name appear in the claim filed in industrial dispute being I.D. No. 16/2006 but they had not come before this tribunal to raise their grievances in the dispute under consideration. Besides them Vipin Kumar, Vijay Jaiswal, Rajbir, G.V.Sharma and Divakar, Rampal are such claimants who were not concerned in industrial dispute being I.D. No. 16/2006 but had raised the present dispute before this Tribunal.

22. The conditions of service which during pendency of adjudication proceedings cannot be affected must be like salary, gratuity, right to pension, leave etc. appertaining to the post of workman. However matters which do not constitute either alteration in conditions of service to the prejudice of a workman or "discharge" or "punishment by way of dismissal or otherwise would not fall within the purview of Section 33 of the Act. Thus mandate contained in clause (a) of sub-Section (1) of Section 33 of the Act prescribes prohibition against prejudicial alteration in conditions of service of workman unless the Tribunal chooses to lift the ban. Acts which are sanctioned by the standing orders of contracts of employment or which are automatic consequences of operation of law are excluded from the scope of prejudicial alterations. For instance termination of a service of a person who had admittedly been appointed only on probation at the end of probationary period will not constitute an alteration of terms of conditions of service of such person because it is only an implementation of the very terms and conditions under which he was employed. What has got to be seen for the

purpose of deciding whether clause (a) of sub-Section (1) of Section 33 of the Act is attracted to a case is whether the particular matter in regard to which the complaint of alteration of conditions of service is made is one which can be said to be connected with an industrial dispute in respect of which there is a pending proceedings. If it is so connected the position cannot in any way be altered merely by any reasons or any agreement which the parties might ultimately come to in the dispute which was pending. Where alteration effected by the employer and the dispute pending before the Tribunal are connected with one another, there is a total ban on the power of the employer to alter the conditions of service of workmen to their prejudice. The only way of getting out of the ban is for the employer to approach the authority before whom the dispute is pending seeking its permission for the proposed alteration.

23. Retrenchment of workman in an establishment, ordinarily, under all circumstances may not amount to "alteration of conditions of service". However if the retrenchment is connected with the pending dispute it will constitute an alteration in conditions of service to the prejudice of the workmen. Retrenchment directly connected with the pending dispute, which related to conversion of temporary employment into permanent was held to be a clear case of alteration in conditions of service of the workmen by the Apex Court in Bhav Nagar Municipality case [1977 (1) L.L.J. 407]. However retrenchment per se does not amount to alteration of condition of service of a workman. When alteration in conditions of service takes place, in the case of retrenchment? The Apex Court ruled in North Brook Jute Company [1960 (1) L.L.J. 580] that conditions of service do not get changed either when the proposal is made or when the notice is given, but they are affected only when the change is actually made, that is when new conditions of service are actually introduced. In case of retrenchment, alteration takes place on the date of expiry of the period of notice, given by the employer to retrench his employees.

24. Question for consideration comes as to whether retrenchment of the claimants was connected with the dispute pending, being I.D. No. 16/2006. At the cost of repetition, it is said that an industrial dispute was referred by the appropriate Government in respect of proper pay scale and other facilities which were to be granted to the claimants under well defined service conditions under labour laws. In that dispute, 18 claimants are seeking benefits in the matter of increment bonus, allowances and other facilities such as medical facilities, insurance benefits, shift allowance, night allowance and authorised leaves etc. The claimants were seeking amelioration of their service conditions. The claimants raised the dispute for betterment of their service conditions and during pendency of the said dispute they were retrenched. Causes of retrenchment are policy decision taken by the Ministry of Civil Aviation

Govt. of India, New Delhi regarding ground handling services at metropolitan airports, prohibition in that policy on the management to carry out self handling operations, resignations by a few of employees of the management to take jobs elsewhere and impediments in providing ground handling services in piece-meal with the help of ten out employees. The management was constrained to provide complete ground handling services to the Agency and retrench the claimants. Hence it is obvious that retrenchment of the claimants was not connected with the dispute, being I.D. No. 16 of 2006. When their retrenchment was not connected with the pending dispute, it per se does not amount to alteration of conditions of their services.

25. There is other facet of the coin. Shri Om Bahadur, Krishan Pal Singh and Krishanan had not raised their grievances before this Tribunal, hence their case cannot be adjudicated in vacuum. S/Shri Vipin Kumar, Vijay Jaiswal, Rajbir, G. V. Sharma and Divakar Rampal are not parties to industrial dispute being I. D. No. 16/2006. It does not lie in their mouth that their service conditions were altered to their prejudice during pendency of the said industrial dispute. Consequently they are not entitled to any relief, even otherwise.

26. Whether by moving complaint dated 5-9-2007, wherein prayer to prosecute the management was made the claimant union could raise conciliation proceedings? As detailed above complaint refers to dismissal of four "protected" workmen, in respect of whom approval applications were moved. Therefore for that cause no conciliation proceedings was to be initiated. Case of resignation of 16 workmen have also been referred to in that complaint as an obiter. Claimant union never projected their cause and they never claimed to be aggrieved. Hence on that matter too no conciliation proceedings were required to be initiated. Prosecution of the top executive of the management was sought on the strength of the said complaint, claiming that the management wants to transfer its undertaking to the Agency.

27. For an answer to above proposition, legislative charges are to be taken note of. The Legislature thought it expedient to bring Chapter V-C on the statute book by way of enacting Section 25-I and 25-U of the Act. Section 25-I enjoins a duty on an employer or a workman or a trade union whether registered under the Trade Union Act, 1926 or not, not to commit any unfair labour practice. Section 25-U provides penalty for any person who commits any unfair labour practice for which he may be punished with imprisonment for a term of six months or with fine which may extend to Rs.1000 or with both. Therefore remedial measure has been provided by these two provisions, making an act of unfair labour practice punishable.

28. Whether a complaint for prosecution of any person for commission of an unfair labour practice may be

moved before commission of the Act? Such proposition was raised before the Apex court in *Ashok Vishnu Kate & others* (1995 Lab I.C. 2714), wherein the Court was addressed to the provisions of Maharashtra Recognition of Trade Union and Prevention of Unfair Labour Practices Act 1971. The Court put a gloss on the provisions of the said Act as well as on the provisions of the Act and observed as follows:—

“There was no provision for reference of any industrial dispute under the Industrial Disputes Act, for preventing any unfair labour practice, by the time the Maharashtra Act saw the light of the day. It is of course, true that by an amendment to the Industrial Disputes Act Chapter V-C was added w.e.f. August 2, 1984 which deals with unfair labour practice. The “Unfair Labour Practice” as defined by the I.D. Act in Section 2 (ra) means any of the practices specified in the Fifth Schedule. When we turn to the Fifth Schedule to the I.D. Act, we find the cataloguing of unfair labour practices on the part of the employees, the trade unions of the employers and on the part of the workmen and trade unions of the workmen, which are almost *pari materia* with lists of unfair labour practice on the part of the employers, on the part of the trade unions and general unfair labour practices on the part of the employers as found in Schedule II, III and IV of the Maharashtra Act. However, even the aforesaid amended provisions of the I.D. Act concerning unfair labour practice nowhere provide for any reference of industrial dispute in connection with such unfair labour practice on the part of the employers who can entitle the workmen or a body of workmen to seek a reference for adjudication or for its prevention by any competent Court under the I. D. Act and all that a workman can do is to wait till order of discharge or dismissal is passed, and then he can raise a dispute under Section 2A in connection with dismissal or discharge and if such a dispute is referred by the appropriate Government for adjudication of the labour court which is entitled to adjudicate upon such dispute as per residuary item 6 of the Schedule II of the I.D. Act, then in such a dispute it can be shown by the workman that his actual dismissal or discharge was a result of unfair labour practice as laid down by Clause 5 of the part I of the Fifth Schedule to the I. D. Act. However there is no provision for preventing any proposed discharge or dismissal by way of unfair labour practice on the part of the employers as per statutory scheme of the I. D. Act even after the insertion of Chapter V-C in that Act. On the other hand more than decade before the aforesaid amendment was brought in the I.D. Act

which fell short of providing for prevention of unfair labour practice the Maharashtra Legislature as early as in 1972 enacted the Maharashtra Act providing for such prevention”.

29. The Apex Court also made it clear that the provisions of the Act may be invoked on commission of an unfair labour practice and not for its prevention. To have a reference of the observation made by the Apex Court it would be expedient to reproduce law so laid, which is extracted thus:

“When we keep the relevant provisions of the Industrial Disputes Act concerning unfair labour practices in view and compare those provisions with the provision of the Maharashtra Act, a clear difference/purpose becomes oblivious. Section 25-T of the Industrial Disputes Act prohibits an employer or workmen or trade union from committing any unfair labour practice. While so far as Section 27 of the Maharashtra Act is concerned, it prohibits an employer or union or employee from engaging in any unfair labour practice. Consequently the prohibition under the Industrial Disputes Act is against the commission of unfair labour practice which may include final acts of such commission. While Section 27 of the Maharashtra Act prohibits the concerned party even from engaging in any unfair labour practice. The word engage is more comprehensive in nature as compared to the word commit. But even that apart, Section 25-U provided for penalty for committing unfair labour practice and mandates that whoever is guilty of any unfair labour practice can be prosecuted before the competent Court on a complaint made by or under the authority of an appropriate Government under Section 34 (1) read with Section 25-U of the Industrial Disputes Act. So far as Maharashtra Act is concerned, there is no direct prosecution against a guilty party of having engaged in any unfair labour practice. Such a prosecution has first to be proceeded by an adjudication by a competent Court regarding such engagement in unfair labour practice. Thereafter, it should culminate into a direction under Section 30 (1) (b) or it may be subject matter of interim relief order under Section 30 (2). It is only thereafter that prosecution can be initiated against the concerned party disobeying such orders of the court as per Section 48 (1). Consequently it cannot be said that Division Bench of the Bombay High Court was not right when it took a view that the act of engaging in any unfair labour practice by itself is not an offence under the Maharashtra Act while such commission of unfair labour practice itself is an offence under the Industrial Disputes Act. However

this aspect is not much relevant for deciding controversy with which we are concerned.

30. In *Chitra Srivastava* [131 (2006) DLT 79] High Court of Delhi has to put a gloss on the provisions of the Act with a different proposition for adjudication. It took note of the law laid by the Apex Court in *Ashok Vishnu Kante* (supra) and ruled that the Apex Court reached a conclusion that the provisions of the Act do not enable an industrial dispute to be raised with regard to any of unfair labour practices or its prevention rather the provisions in this regard are penal in nature and provide for prosecution. The Apex Court in *Casteribe Rajya Parivahan Karamchari Sangathana* [2009 (8) S. C.C. 556] had to put gloss on the provisions of Maharashtra Act and ruled that provisions of Maharashtra Recognition of Trade Union and Prevention of Unfair Labour Practices Act, 1971 was to provide for prevention of unfair labour practices and the Industrial Tribunals and Labour Courts were empowered, if unfair labour practice is proved to declare that unfair labour practice and direct the person indulging in it to cease and desist from such unfair labour practice and to take such affirmative action (including payment of reasonable compensation to the employees affected by such unfair labour practice). But in the Act Labour Courts or the Industrial Tribunal would invoke its jurisdiction on completion of the Act and not at the stage when a party is indulging in an unfair labour practice. No jurisdiction vests in a Conciliation Officer, to enter into conciliation proceedings when act is in process. A Conciliation Officer has no jurisdiction to initiate conciliation proceedings for prevention of unfair labour practice.

31. Section 33A of the Act grants jurisdiction to the authorities mentioned therein when an employer contravenes provisions of section 33, during pendency of any proceedings before it. Section 33 of the Act puts an embargo on an employer not to alter conditions of services applicable to workman to his prejudice during pendency of any proceedings or not to punish him for any misconduct or to discharge or otherwise dismiss him, without seeking permission from the authority before whom a dispute is pending. Therefore for invoking the provisions of section 33A of the Act, it is expedient on the part of the Union to show that proceedings were pending before a Conciliation Officer and during pendency of those proceedings service conditions were altered to the prejudice of the claimants. Pendency of complaints dated 5-9-2007 and 8-10-2007 could not give effect to any conciliation proceedings before the Conciliation Officer as contemplated by section 33 of the Act. Therefore, pendency of complaint dated 5-9-2007 wherein payer for prosecution of the management was made would not give any effect of pendency of a conciliation proceedings before the Conciliation Officer requiring compliance of the provisions of section 33 of the Act.

Retrenchment of the claimants were done by the management when 20-25 employees tendered resignation and it was not possible to carry out handling job in piece-meal manner. Under compelled circumstances the management had to award ramp handling jobs to the Agency and to retrench services of the claimants. Their retrenchment does not come within the ambit of item No. 11 of Fourth Schedule appended to the Act, requiring the management to serve a notice on the claimants under section 9-A of the Act.

32. Provisions of section 25-F introduces three conditions which must be satisfied before the retrenchment can be validly effected. As postulated by the said section those conditions are namely, (a) one month notice in writing indicating the reasons for recruitment or wages in lieu of such notice (b) payment of compensation equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months, and (c) notice to the appropriate Government in the prescribed manner. A mandatory duties imposed on the employer, to follow above conditions precedent to the retrenchment of a workman. Therefore, contravention of the duties referred above would not validate retrenchment and render it void ab-initio. Here in the case there is no dispute on the proposition that the management paid wages in lieu of one month notice, besides compensation equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months notice. Therefore no dispute has been highlighted by the claimants in respect of compliance of the aforesaid two conditions.

33. Whether service of notice to appropriate Government in the prescribed manner is a pre-condition to retrenchment? This question fell for consideration of the Apex Court directly for the first time in *Bombay Union of Journalist* [1964 (1) L.L.J. 351]. The court observed that "clause (c) cannot be held to be condition precedent even though it has been included under section 25-F along with clauses (a) and (b) which prescribed conditions precedent." It was further pointed out that unlike clauses (a) and (b), "clause (c) is not intended to protect the interest of workman as such and this only intended to give intimation to the appropriate Government about the retrenchment and that only helps the Government to keep itself informed about the conditions of employment in different industries within its region." It was, therefore held that clause (c) does not constitute a condition precedent which has to be fulfilled before retrenchment can be validly effected. Non compliance with the condition laid down in clause (c), that is serving a notice on the appropriate Government before the retrenchment would not therefore invalidate the retrenchment. Though the requirement of clause (c) as held by the Apex Court is not a condition precedent to a valid retrenchment, it is all the same a mandatory requirement. Further the fact that the breach of this requirement would attract penal provisions

of section 31(2) of the Act is a pointer in this direction. It follows that if not before retrenchment, subsequent to retrenchment a notice in the prescribed manner must be served on the appropriate Government.

34. Non compliance with clause (c) would not amount to an illegality but a irregularity which would be waived, as laid by High Court of Bombay in Bombay Union of Journalists case [1961 (II) L.L.J. 727]. The question, therefore arises as to what would happen if a notice under clause (c) is not served at all on the appropriate Government and the Government does not waive the irregularity. Does retrenchment becomes illegal and in operative in such a case? If notice required by clause (c) of section 25-F of the Act is not served and the requirement is not waived, though the retrenchment may not become void, employer will be exposed to penal consequences of section 31(2) of the Act. Requirement of this notice is to enable the appropriate Government to take conciliatory proceedings or make reference for an adjudication or take such other steps permissible under the Act and in public interest. In any case failure or omission on the part of the employer to give notice under clause (c) of section 25-F of the Act is no invasion of the rights of the workman. It is for the Government to complain of any lack of such notice in any particular case and not for the workman, who had formal notice otherwise of the retrenchment.

35. Here in the case, management has not pleaded that notice required under clause (c) of section 25-F of the Act was served on the appropriate Government. There is a complete vacuum of facts over that issue. Neither positive nor negative assertion are made by the parties on the issue of service of notice, as contemplated by clause (c) of section 25-F of the Act. However, when the reference on the matter has been made, the requirement of service of notice under clause (c) of section 25 of the Act nowhere invades any of the rights of the claimants. In such a situation it cannot be said that the retrenchment of the claimants was in violation of the provisions of section 25-F of the Act.

36. Section 25-F of the Act does not give any positive or unregulatory rights of retrenchment to an employer. There is express provision in that section and on compliance of the conditions referred above employer shall have an unrestricted right to retrenchment of his employees. In other words right of an employer to retrench the economic dead weight of surplus age of labour is inherent in his right to manage his business subject to the conditions prescribed by section 25-F and section 25-N of the Act. Such proposition were reaffirmed by the Apex Court in South Arcot Electricity Distribution Company Ltd. [1970 (II) LLJ 44]. Considering facts referred above coupled with the provisions of section 25-F and 25-N of the Act, I conclude that the retrenchment of the claimants

were valid. The management was constrained with compelling circumstances to hand over ramp handling job to the Agency and it complied the provisions of section 25-F/25-N of the Act and validity retrenched the claimants. Therefore, the retrenchment action taken by the management on 14-9-2007 is held to be legal and justified.

37. When retrenchment of the claimants and others were in accordance with the provisions of law, the persons whose names were annexed with the reference order are not entitled to any relief. Therefore claim deserves to be dismissed. Hence claim preferred by the claimant and of those who have not come forward to agitate their grievances are, hereby, dismissed. An award, is accordingly, passed. It be sent to the appropriate Government for publication.

Dated: 16-9-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 27 अक्टूबर, 2010

का.आ. 2926.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैमर्स बी.सी. सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ संख्या 158/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-10-2010 को प्राप्त हुआ था।

[सं. एल-20012/495/1999 आईआर (सी 1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 27th October, 2010

S.O. 2926.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.158/2000) of the Central Government Industrial Tribunal-Cum-Labour Court-I, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.I. and their workman, which was received by the Central Government on 27-10-2010.

[No.1-20012-495-1999-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1. AT DHANBAD**

PRESENT: Shri H.M. SINGH, Presiding Officer

**In the matter of an Industrial Disputes under section 10
(1) (d) of the I.D. Act, 1947**

Reference No. 158 of 2000

Parties:

Employers in relation to the management of Kenduadih Colliery of M/s. B.C.C.L and their workman.

APPEARANCES:

On behalf of the Workman : None

On behalf of the employers : None

State: Jharkhand Industry: Coal

Dated, Dhanbad the 11th October, 2010

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under section 10 (1)(d) of the I.D. Act, 1947, has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/495/99- I.R. (C-I), dated, the 7th March, 2000.

SCHEDULE

"Whether the action of the management to promote Sri B. N. Pandey w.e.f. 6-5-99 superseding Sri Sarju Prasad, Sri Mohan Prasad Sinha and Sri Gouri Shankar Sinha is proper, justified and legal? If not, what directions are required in this regard?"

2. In this case none of the the parties appeared from either side nor filed Written Statement. It appears from the record that Regd. notices were issued to them but inspite of the issuance of the notices they failed to appear in this case. The reference is of the year 2000 and since then it is pending for disposal. Since both the parties abstained from appearing before this Tribunal, a 'No dispute' Award is passed in this case presuming non-existence of any industrial dispute between the parties.

H.M. SINGH, Presiding Officer

नई दिल्ली, 27 अक्टूबर, 2010

का.आ. 2927.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ संख्या 96/2000) को प्रकाशित करती है, जो केंद्रीय सरकार को 27-10-2010 को प्राप्त हुआ था।

[सं. एल 20012/429/1999-आईआर(सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 27th October, 2010

S.O. 2927.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.96/2000) of the Central Government Industrial

Tribunal-cum- Labour Court, No. 1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 27-10-2010.

[No. L-20012/429/1999-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, AT DHANBAD**

PRESENT: Shri H.M. SINGH, Presiding Officer

In the matter of an Industrial Dispute under section 10 (1) (d) of the I.D. Act, 1947.

Reference No. 96 of 2000**Parties:**

Employers in relation to the management of Sijua Area of M/s. B.C.C.L. and their workman.

APPEARANCES

On behalf of the workman : None

On behalf of the employers : Mr. D. K. Verma, Advocate

State: Jharkhand Industry: Coal

Dated, Dhanbad the 4th October, 2010

AWARD

The Central Government in the Ministry of Labour, in exercise of the powers conferred on them under section 10 (1) (d) of the I.D. Act, 1947, has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/429/99-IR(C-I), dated, the 2nd February, 2000.

SCHEDULE

"Whether the demand of Sri Ramlal Mahto for regularisation as Clerk Gr.III w.e.f. 1-3-94 the B.C.C.L. is just and proper? If so, what relief the workman is entitled to and from what date?"

2. In this case neither the concerned workman nor the sponsoring union appeared before this Tribunal. Management side however, made appearance through their authorised representative. It appears from the record that the instant reference is of the year 2000 and since then it is pending for disposal. It also appears from the record that notice was sent to the sponsoring union but inspite of the issuance of the notice they failed to turn up before this Tribunal. It therefore, appears that the sponsoring union workman is not interested to contest the case. Under such circumstances a 'No dispute' Award is passed presuming non-existence of any industrial dispute between the parties.

H.M. SINGH, Presiding Officer

नई दिल्ली, 27 अक्टूबर, 2010

का.आ. 2928.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार मैसर्स बी.सी.

सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ संख्या 103/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-10-2010 को प्राप्त हुआ था।

[सं. एल-20012/444/1999-आईआर(सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 27th October, 2010

S.O. 2928.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.103/2000) of the Central Government Industrial Tribunal-cum- Labour Court, No. 1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 27-10-2010.

[No. L-20012/444/1999-IR (C-1)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, AT DHANBAD

Present : Shri H.M. SINGH, Presiding Officer

In the matter of an Industrial Dispute under section 10 (1) (d) of the I.D. Act, 1947.

Reference No. 103 of 2000

Parties:

Employers in relation to the management of Kustore Area of M/s. B.C.C.L and their workman.

APPEARANCES:

On behalf of the workman : None

On behalf of the employers : Mr. D. K. Verma, Advocate,

State: Jharkhand

Industry : Coal

Dated, Dhanbad, the 5th October, 2010

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under section 10 (1)(d) of the I.D. Act, 1947, has referred the following dispute to this Tribunal for adjudication vide their Order No. L - 20012/444/99- I.R (C-I), dated, the 3rd February, 2000.

SCHEDULE

"Kya Kustore Khadan Bharat Cooking Coal Limited Dhanbad Key Pravandhtantra Dwara Mritak Shri Lakhan Singh ki vidhawa Shrimati Dhano Devi ko seva niyojan ka awasar nahi pradan karney ki karyavahi samvaidhanik, nayasanghat, uchhit evam sahi hain? yadi nahi to mirtak ki vidhawa Shrimati Dhano Devi kin labon ki hakdar hain?"

2. In this case neither the concerned workman sponsoring union appeared nor filed the written statement. Management, however made appearance through their authorised representative. The instant reference is of the year 2000 and since then it is pending for disposal. It further appear that Regd. notice was sent to the workmanside but inspite of the issuance of the notice they failed to turn up before this Tribunal. Under such circumstances a 'No dispute' Award is passed in this reference presuming non-existence of any industrial dispute between the parties.

H.M. SINGH, Presiding Officer

नई दिल्ली, 27 अक्टूबर, 2010

का.आ. 2929.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ संख्या 82/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-10-2010 को प्राप्त हुआ था।

[सं. एल-20012/403/1999 आईआर(सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 27th October, 2010

S.O. 2929.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.82/2000) of the Central Government Industrial Tribunal-cum- Labour Court, No. 1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 27-10-2010.

[No. L-20012/403/1999-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, AT DHANBAD

Present: Shri H.M. SINGH, Presiding Officer

In the matter of an Industrial Disputes under section 10 (1) (d) of the I.D. Act, 1947.

Reference No. 82 of 2000

Parties:

Employers in relation to the management of Govindpur Area of M/s. B.C.C.L and their workman.

APPEARANCES

On behalf of the workman : None

On behalf of the employers : Mr. D. K. Verma, Advocate

State: Jharkhand

Industry : Coal

Dated, Dhanbad, the 6th October, 2010

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under section 10 (1)(d) of the I.D. Act, 1947, has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/403/99-I.R. (Coal), dated, the 28th January, 2000.

SCHEDULE

“Whether the action of the management of Govindpur Area No.III of M/s. B.C.C.L. to deny regularisation of Shri Jitan Mahara as Cap Lamp Issue Clerk is justified? If not, to what relief Sri Jitan Mahara is entitled and from what date?”

2. In this case neither the concerned workman nor his representative appeared before this Tribunal. They also did not care to file the W. S. Management, however, made appearance through their authorised representative. It appears from the record that the instant reference is of the year 2000 and registered notice was sent to the workman side. But inspite of the issuance of notice they did not consider necessary to file their Written Statement. It therefore appears that they are not interested to proceed with the hearing of this case. Under such circumstances a ‘No dispute’ Award is passed in this case presuming non-existence of any industrial dispute between the parties.

H.M. SINGH, Presiding Officer

नई दिल्ली, 27 अक्टूबर, 2010

का.आ. 2930.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी. सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ संख्या 125/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-10-2010 को प्राप्त हुआ था।

[सं. एल-20012/450/1999-आईआर(सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 27th October, 2010

S.O. 2930.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 125/2000) of the Central Government Industrial Tribunal-

cum-Labour Court, No.1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 27-10-2010.

[No. L-20012/450/1999-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1. AT DHANBAD**

PRESENT: Shri H.M. SINGH, Presiding Officer

In the matter of an Industrial Disputes under section 10 (1) (d) of the I.D. Act, 1947.

REFERENCE NO. 125 OF 2000**Parties:**

Employers in relation to the management of Pootki Colliery under P.B. Area of M/s. B.C.C.L and their workman.

APPEARANCES

On behalf of the workman : None

On behalf of the employers : None

State: Jharkhand

Industry : Coal

Dated, Dhanbad the 12th October, 2010

AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred on them under section 10 (1) (d) of the I.D. Act, 1947, has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/450/99-I.R. (C-I), dated, the 23rd February, 2000.

SCHEDULE

“Whether the demand of the Union before the management of Pootki Colliery under P. B. Area of M/s BCCL to regularise S/Sri Shekhawat Mian & Salamat Mian as Electrician is proper and justified? If yes, to what relief and consequential benefits the concerned workmen are entitled and from what date?”

2. In this case both the parties did not appear before this Tribunal. They also did not file their W. S. It appears from the record that Regd. Notice was issued to both of them. But inspite of issuance of notice they failed to turn up before this Tribunal. Therefore, there is reason to believe that they are not interested to contest the case. Under such circumstances a ‘No dispute’ Award is passed in this

reference presuming non-existence of any industrial dispute between the parties.

H.M. SINGH, Presiding Officer

नई दिल्ली, 27 अक्टूबर, 2010

का.आ. 2931.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी. सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ संख्या 123/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-10-2010 को प्राप्त हुआ था।

[सं. एल-20012/480/1999-आईआर(सी-1)]

डॉ. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 27th October, 2010

S.O. 2931.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 123/2000) of the Central Government Industrial Tribunal-cum- Labour Court, No.1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 27-10-2010.

[No. L-20012/480/1999-IR (C-1)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

In the matter of a reference U/S. 10 (1) (d) (2A) of the I.D. Act. 1947

REFERENCE NO. 123 of 2000

Parties:

Employers in relation to the management of Murulidih 20/21 Pits Colliery of M/s. B.C.C.Ltd.

AND

Their workman

PRESENT: Shri H.M. SINGH, Presiding Officer

APPEARANCES

For the Employers : Shri R. N. Ganguly, Advocate

For the Workman : Shri D. Mukherjee, Secretary,
Bihar Colliery Kamgar Union.

State: Jharkhand

Industry : Coal

Dated, the 18th October, 2010

AWARD

By Order No.L-20012/480/99-IR (C-1) dated 23-7-2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Dispute Act, 1947, referred the following dispute for adjudication to this Tribunal:

"Whether the action of the management of M.s. 20/21 Pits Murulidih Colliery of W.J.A. of B.C.C.L. Dhanbad, in not referring the workman, Sri U.N. Mahato to Special Medical Board for age determination is justified? If not to what relief is the concerned workman entitled?"

2. Written statement has been filed on behalf of the concerned workman stating that he was originally appointed as permanent workman on 23-10-1979 as per Dependant Employment Scheme. At the time of appointment the concerned workman was medically examined by the Company's Medical Board and his age was determined by the Board as 27 years as on October, 1979. Accordingly his age was recorded in the statutory 'B' Register. But curiously enough in spite of the aforesaid fact the management with an ulterior motive to victimise the concerned workman allegedly referred him to the alleged Medical Board and his age was recorded as 47 years as on 27-6-1986. It has been submitted that there is no provision in the medical jurisprudence to determine the exact age of a person and as per the medical jurisprudence approximate age of a person can be determined through ossification test. But in the present case no ossification test was conducted by the alleged Medical Board which determined the age of the concerned workman as 47 years as on 27-6-86. Accordingly, the concerned workman was illegally superannuated with effect 27-6-1999. Thereafter, an industrial dispute was raised before the A.L.C. (C), Dhanbad, which ended in failure and the Government of India, Ministry of Labour, referred the dispute for adjudication to this Tribunal.

It has been prayed that the Hon'ble Tribunal be pleased to answer the reference in favour of the workman by directing the management to refer the concerned workman to Special Medical Board for determination of his age as per medical jurisprudence by conducting ossification test and in the mean time he be reinstated with full back wages as per age determined by the Company's Medical Board in the year 1979.

3. Written statement has been filed by the management stating that the concerned workman was appointed in Murulidih 20/21 Pits Colliery on 23-10-79. The date of birth of the concerned workman was not available besides other workmen. A Special age Determination Committee was constituted for assessment of age of 19 workmen including the concerned workman. The aforesaid

Age Determination Committee which was also a Special Medical Board Examined the concerned workman alongwith 18 others on 27-6-86 and assessed the age of the concerned workman as 47 years on 27-6-86. The aforesaid Committee/Medical Board was constituted under the provisions of NCWA-II and subsequently Implementation Instructions No.37 circulated vide Circular dated 9-2-1981. As provided in the aforesaid provision of NCWA-II Implementation Instruction of JBCCI the age so assessed by the above-mentioned Committee/Medical Board was final and binding on all concerned and the entry in the Form 'B' Register was made. He put his signature on Form 'B' Register wherein his date of birth was mentioned as 47 years as on 27-6-86 which indicates that he had accepted the date of birth as mentioned in Form 'B' Register. The same date of birth of the concerned workman has been recorded in Identity Card Register and also in CMPF records. The age of the concerned workman has already been assessed by a competent Medical Board of the Company and as such referring him to another Medical Board for the same purpose is not warranted.

It has been prayed that the Tribunal be pleased to hold that the action of the management in not referring the concerned workman to Special Medical Board for age determination is justified and the workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting or denying the contents of some of the paragraphs of each other's written statement.

5. The concerned workman has produced himself as WW-1 and has proved documents as Exts. W-1 to W-4.

The management has produced MW-1, M. K. Tiwary, who has proved documents as Ext. M-1. Ext. M-2 and has also proved I.D. Card Register which has been marked 'X' for identification.

6. Main argument advanced on behalf of the concerned workman is that he was 22 years on the date of entering service on 23-10-79, but the management wrongly mentioned his date of birth as 47 years as on 27-6-86 on the basis of medical board assessment. It has been argued that the age of a person cannot be assessed with x-ray and classification test and so a Special Medical Board is constituted for recording his age.

The management's representative argued that the age of the concerned workman alongwith 18 others has been assessed by Medical Board and the concerned workman's age was assessed by Medical Board as 47 years on 27-6-86 which has been mentioned in all the Company's statutory register including Form 'B' Register, Identity Card Register and other documents of the management. At that time he had signed on Form 'B' Register wherein his date of birth was mentioned as 47 years as on 27-6-86.

In this respect it has also been argued by the management that the concerned workman has signed his assessed age on 27-6-86 as per Ext. W-2. The management recorded his date of birth as assessed by the Medical Board.

7. If the contention of the concerned workman is to be taken into consideration that his age was 22 years on the date of entry in service on 23-10-79. The concerned workman (WW-1) in his statement in cross-examination has stated that I have got my Admit Card of the year 1956. When he was 22 years of age on 23-10-79 then it is not possible that he was a student of high school in the year 1956 because at that time he seems to be not less than 16 years of age. He has not filed that Admit Card. He has stated that I was student of Sri Mahabirjee High School, Bijulia, Dist. Bokaro. If he was a student of High School he must have filed School Leaving Certificate, but he has not filed and he was not of 22 years of age on 23-10-79. He failed to show that he a student of High School and appeared in matric examination. It shows that he does not want to come with clean hand.

8. There is no provision for assessment of age by Special Medical Board when his age has been assessed by Medical Board and when his age has been assessed then again it cannot be assessed by another Medical Board. Only when there is no document then the Medical Board is constituted. By Ext. M-1 his age finds 47 years at Sl.No. 3 when 19 persons' age has been assessed by the Medical Board and as per Ext. M-3 in Sl.No. 770 his date of birth has been entered as 27-6-39. The document marked 'X' for identification also contains his age on 27-6-86 as 47 years.

9. Considering the above facts and circumstances I hold that the action of the management of Murlidih 20/21 Pit Colliery of WJA of M/s. BCCI, Dhanbad, in not referring the workman, Shri U. N. Mahato to Special Medical Board for age determination is justified and accordingly the concerned workman is not entitled to any relief.

This is my Award.

H.M. SINGH, Presiding Officer

नई दिल्ली, 27 अक्टूबर, 2010

का.आ. 2932.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी. सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ संख्या 75/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-10-2010 को प्राप्त हुआ था।

[सं. एल-20012/59/2003-आईआर(सी 1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 27th October, 2010

S.O. 2932.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.75/2003) of the Central Government Industrial Tribunal/ Labour Court, No.1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 27-10-2010.

[No.1-20012/59/2003-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1 AT DHANBAD

In the matter of a reference U/s. 10 (1) (d) (2A) of the I.D. Act.

REFERENCE No. 75 of 2003

Parties:

Employers in relation to the management of South Tiara Colliery of M/s. B.C.C.Ltd.

AND

Their workman

PRESENT: Shri H.M. SINGH, Presiding Officer

APPEARANCES

For the Employers : Shri D. K. Verma, Advocate

For the Workman : Shri S. C. Gour, Advocate

State : Jharkhand

Industry : Coal

Dated, the 13th October, 2010

AWARD

By Order No. 1, -20012/59/2003-IR (C-I) dated 18-8-2003 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

"Whether the demand of Rashtriya Colliery Mazdoor Congress from the management of Bharat Coking Coal Ltd. for correction of the date of birth of Sri Ram Prasad Bumper Operator, 2-5-1949 in place of 1-7-1943 is legal and justified? If not what relief the workman concerned is entitled to?"

2. Written statement has been filed on behalf of the concerned workman stating that Ram Prasad, the concerned workman was initially appointed by the erstwhile National Coal Development Corporation Ltd. in the year 1968 at NCDC's Sudamdih Shaft Mine, as a General Mazdoor. At the time of his appointment in 1968 he had produced school leaving certificate and accordingly his date of Birth was recorded in the statutory records of the establishment as 2-5-1949, as the workman had left school in the year 1960. In the year 1974/75 the management of Sudamdih of the then NCDC issued Identity Card to the concerned workman but left the column of D.O.B blank although D.O.B. was available in the statutory records of the Sudamdih establishment. After receiving the Identity Card, the concerned workman has been representing the management to mention D.O.B. on the body of I. Card and also in their I. Card Register, if not recorded or wrongly recorded. In the year 1977 the Sudamdih of NCDC was merged with BCCCL and since 1977 Sudamdih is under BCCCL management. In the year 1978 he was transferred from Sudamdih to Bararoo Colliery of BCCCL. Bararoo Colliery issued Seva Abhilekh in the year 1987 to all the workmen including the concerned workman by mentioning two D.O.B., such as 1-7-1943 and 2-5-1949 and he was given to understand that D.O.B. mentioned as 2-5-1949 is correct. The management made correspondance with the management of Sudamdih Colliery who in turn replied that their FORM 'B' was closed in the year 1975 when mine was drowned due to explosion and rush of water etc. and is not available. Thereafter the management transferred the concerned workman to South Tiara O.C.P. Seeing no other alternative the union raised an industrial dispute before the A.L.C. (C) on behalf of the concerned workman which ended in failure which resulted into this dispute. It has been stated that the concerned workman is entitled for the D.O.B. as per school Certificate i.e. 2-5-1949 in all the records of the establishment and superannuation on 2-5-2009, after the age of superannuation. But the management wrongly pre-matarodly superannuated the workman on 1-7-93.

It has been prayed the Hon'ble be pleased to pass award holding that the date of birth be recorded as 1-7-49 is proper.

3. Written statement has been filed by the management stating that the concerned workman was an employee of South Tiara Colliery of M/s. BCCCL. He came on transfer from Bararoo Colliery in the year 1977 and as per his last pay certificate from the Bararoo Colliery his date of birth was recorded as 1-7-1943. Accordingly the management of South Tiara Colliery entered his name in Form 'B' Register of South Tiara Colliery and in which his date of birth has been mentioned as 1-7-1943 and in token

of acceptance the workman concerned put his signature in Form 'B' Register. Before transfer from Bararee Colliery he was transferred from Bhowra O.C.P. another area BCCL and as per Form 'B' Register his date of birth is recorded as 1-7-1943 and he also signed the register in token of acceptance of date of birth recorded in Form 'B' Register of Bhowra O.C.P. There is no overwriting and ambiguity in the date of birth recorded at Bhowra O.C.P. from where he has been transferred to Bararee Colliery. From 'B' Register maintained under the Mines Act is statutory register and the entries made therein is final for all purposes. The concerned workman has not produced any statutory certificate in respect of his date of birth. So the demand of the sponsoring union is neither legal nor justified.

It has been prayed that the Hon'ble Tribunal be pleased to pass an award holding that the demand of the union is neither legal nor justified and further be pleased to hold that the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting or denying some contents of the paragraphs of each other's written statement.

5. The concerned workman has produced himself as WW-1 and has proved documents, marked as Exts. W-1 to W-6 and 'x', 'x/1' and 'x/2' for identification.

The management has produced MW-1, Samim Mohammad who has proved documents marked as Exts. M-1 to M-4.

6. Main argument advanced on behalf of the concerned workman is that his date of birth is 2-5-49, but the management wrongly recorded his date of birth as 1-7-43. It has also been argued that in school leaving certificate his date of birth has been mentioned as 2-5-49 and he left the school in the year 1960. His date of birth in the Identity Card issued by the management was blank, though his date of birth was available in the statutory record of the management. So, it has also been argued that two dates of birth have been mentioned in service Excerpt i.e. 1-7-43 and 2-5-49. He approached the management for correction of his date of birth but it has not been corrected.

7. The management has argued that his date of birth is 1-7-43. When he entered in his service his date of birth has been mentioned as 1-7-43 as per Service Excerpt which shows his date of birth was mentioned as 1-7-43 and that has also been written in English 'First July, 1943' and there was also written by different ink 2-5-49. It shows that 2-5-49 has been fabricated. This fact proves from the overleaf of Service Excerpt because on the overleaf the names of his wife, son and daughter were mentioned. But in the column of wife and son the date of birth of the concerned workman is mentioned as 2-5-49 which shows that it has been manufactured because there is no column

mentioning the concerned workman's name, Ram Prasad and giving his date of birth shows that he was creature of fabrication.

8. Another argument advanced on behalf of concerned workman that his date of birth has been mentioned as 2-5-49 in the school leaving certificate, but this school leaving certificate shows that he had left the school on 31-12-1960 and he was issued 5th Class certificate though in this certificate it has been mentioned that he was admitted in the school on 22-1-58 only for two years and he got 5th class certificate but no certificate has been filed from where he studied upto 3rd class. This also has been fabricated by the concerned workman. No register of the school has been produced before this Court. As per Ext.M-3 (Form 'B' Register) his date of birth has been mentioned as 1-7-43 that has also been mentioned in word '1st July Nineteen forty three'. As per Ext.W-2 his date of birth is 1-7-43. Ext. M-1 (Form 'B') also shows his date of birth as 1-7-43. This has been signed by the concerned workman.

In this respect WW-1, Ram Prasad, stated in cross-examination at page 5 that I cannot say about the LPC issued by Bararee Colliery dated 6-5-97. I cannot say if in the said LPC date of birth of mine is recorded as 1-7-43. In the photo copy of Form 'B' Register there is my signature but I cannot say the date of birth recorded therein as 1-7-43. This statement he does not want state truth. In the Service Excerpt my date of birth is recorded as 1-7-43 which I do not know. I have not cut down the Services Excerpt, my date of birth 1-7-43 and made it by 2-5-49. There is no signature in the cutting. It only shows that to get benefit he changed the date of birth as 2-5-49. He also stated that I cannot say what is written in all the records of the management regarding my date of birth. This statement shows that he does not want to state truth before the Court.

9. Under the facts and circumstances mentioned above, this school leaving certificate cannot be relied in any way because he left school in the year 1960 when he was issued 5th Class Certificate. But no certificate has been filed from where he studied upto 3rd class. Moreover, no register of the school has been examined to presume correctness of the school leaving certificate.

10. Accordingly, I render the following award.

The demand of Rashtriya Colliery Mazdoor Congress from the management of M.S. B.C.C. Ltd. for correction of the date of birth of Ram Prasad, Dumper Operator as 2-5-1949 in place of 1-7-1943 is not legal and justified. Hence, the concerned workman is not entitled to any relief.

H.M. SINGH, Presiding Officer

नई दिल्ली, 27 अक्टूबर, 2010

का.आ. 2933.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ईस्टर्न कोलफील्ड्स लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-1, धनबाद के पंचाट (संदर्भ संख्या 185/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-10-2010 को प्राप्त हुआ था।

[सं. एल-20012/119/1998-आई आर(सी-1)]

डॉ. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 27th October, 2010

S.O. 2933.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.185/2001) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Eastern Coalfields Ltd., and their workmen, which was received by the Central Government on 27-10-2010.

[No. L-20012/119/1998-IR (C-I)]

D. S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1 AT DHANBAD

PRESENT

Shri H. M. Singh, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 185 of 2001

PARTIES: Employers in relation to the management of Mugma Area of M/s. Eastern Coalfields Ltd. and their workmen.

APPEARANCES:

On behalf of the workman : Mr. B.B. Pandey, Advocate

On behalf of the employers : Mr. B.M. Prasad, Advocate

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 14th October, 2010

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section

10(1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/119/98-IR (C-I), dated, the 7th August, 2001.

SCHEDULE

"Whether the demand of Rashtriya Colliery Mazdoor Sangh from the management of Mugma Area of E.C.L. that Krishna Pandit and 7 others Clay Cartridge Makers to be treated as Category-I workman of the management and their regularisation is legal and justified? If yes, what relief the workman concerned are entitled and from what date?"

2. The case of the concerned workman as disclosed in his W.S. is that the Clay Cartridge Makers are categorised a Category I Mazdoor by the Wage Board constituted by the Government of India.

3. The concerned workman were engaged by the management of Mugma Area at Kumardhubi Colliery for doing the job of Clay Cartridge in the year 1976 and since they have been regularly working as Clay Cartridge Makers to the satisfaction of all concerned under direct control and supervision of the management. In Order to deprive the concerned workman from their legitimate wages management is paying them through one workman namely Krishna Pandit on vouchers and Sri Pandit distribute the amount amongst other seven concerned workman. The management showing Sri Krishna Pandit as a contractor for manufacturing of clay cartridge. It has been alleged by the workman that the management is camouflaging the real fact and showing the concerned workman as a contractor.

4. It has been further stated that the LEO (S) in course of his inspection found the concerned workman engaged in manufacturing Clay Cartridges in the premises of the management. The concerned workman used to manufacture about 60,000 Clay Cartridges on each and every month. The size of the clay cartridge is about 1" diameter and length 6"-9".

5. It has been further alleged that the management used to keep the Clay cartridge makers in the Coal Industry but do not show them in the roll of the company. However, the management of Coal Industry also entered into the settlement for regularisation of the services of the Clay Cartridge Makers as Cat.I Mazdoor. It has been stated that the concerned workman have completed 240 days each and every year and the management is supplying all requisite materials and equipments for manufacturing the Clay Cartridges.

In view of the facts it has been prayed on behalf of the workman concerned to pass an Award holding that the concerned workman are the workman of the management and they are entitled to receive the wages of Category-I with direction to the management to regularise their services with effect from 1976.

6. In the W.S. filed by the management it has been stated that the concerned person Sri Krishna Pandit used to supply clay cartridges by making the same at his residence with the help of his female members and used to receive the payments on vouchers from time to time.

7. As per management they have no concerned in the matter of exercising control, supervising the job or selecting and recruiting any person on the jobs of manufacture of clay cartridges. The earth is available in abundance on the waste land belonging to the colliery or the Government or to public and water is also available from underground. Pumping is done for taking out the underground water from the mines to keep the mine free from drowning. The water is allowed to flow through drains to the storage tank or to the jore and ultimately to the river and the persons interested in utilising the mine water can use the same for their own purpose without any difficulty.

8. Management have stated that for the purpose of digging earth, simple equipments are required which are available as household articles in every-body's house especially person carrying on jobs in the fields or in the houses or at any other place. Management is not required to supply any material or equipment for the purpose of manufacture of clay cartridges by the local people residing in the vicinity of colliery areas. In order to encourage local people in earning some money, the colliery management was purchasing clay cartridges from such persons. The concerned person Krishna Pandit also supply clay cartridge to the management of Kumardhubi Colliery and got some earnings from that colliery.

9. It has been further stated that Krishna Pandit was never engaged as a workman of the colliery and was never engaged as any contractor in terms of any agreement and he was merely a supplier of cartridges. He cannot demand for absorption as workman of Kumardhubi Colliery. He also cannot bring other seven strangers describing them his associates in manufacturing clay cartridges and demand for their absorption in the services of the management. They are strangers and are job seekers. In view of the facts, the management have prayed to pass an Award rejecting the claim of the concerned workman.

10. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paras of each other's written statement.

11. In order to substantiate their claim the workman side has produced Krishna Pandit who has been examined as WW-1. Another witness namely Surendra Kumar Pandey was examined as WW-2. Documents have been marked on their behalf as Ext. W-1, W-2, W-3, W-4, W-5, W-6, W-7, W-8, W-9 and W-10. Ext. W-1, W-2, W-3, W-9 and W-10 have been marked on formal proof dispensed with. Ext. W-4, W-5, W-6, W-7 and W-8 have been marked on proof by WW-2. However, management has not adduced any evidence.

12. Main argument advanced on behalf of the concerned workman is that they have been supplying clay cartridges to the management and for that they have been working continuously. So they are to be regularised as the employees of the management. In this respect evidence of WW-1 Krishna Pandit is very much material who has stated in cross-examination that clay cartridges are supplied to the management. It has also been stated that "We do not prepare other articles of clay which are generally prepared by Kumbhakar." He has stated "I cannot say the year in which I was born. The colliery used to make payment @ Rs. 10 per 1000. Payment was being made through vouchers. I used to distribute the money to all the persons who were manufacturing clay cartridges." It shows that they get Rs. 10 per 1000 clay cartridges and they prepare it with the assistance of other persons. Another argument advanced on behalf of the workman is that they use soil and water of the management. Management representative argued that anybody can use other soil and water because it is very much available in the waste land of the management. It has also been stated by WW-1 in cross-examination at page-2 that from the year 1986 the company has stopped them giving this work. It shows that after 1986 they have not been given any work by the company. So this reference has been made.

13. WW-2 has stated in cross-examination "I do not recollect the name of all the concerned persons." He has also stated that "there is no settlement between the union and the Coal India Ltd. Krishna Pandit used to supply clay cartridges. The payment was being made as per the vouchers for the cartridges supplied. None of the documents which I have proved were scribed, typed or signed in my presence. I do not recollect the name of the manager who have put their signature on the bills." The concerned workman have demanded regularisation because they supplied clay cartridges to the management. It shows that clay cartridges are purchased by the management from the concerned persons by giving payment through vouchers. Therefore, they cannot be in any way the employee of the management only on the ground that they supplied clay cartridges to the management and there is only relationship of supplier and buyers and no relationship of employer and employee existed between the concerned workman and the management.

In view of the facts, evidence and circumstances discussed above I find no merit in the claim of the concerned workman. Accordingly the following Award is rendered :-

"The demand of Rashtriya Colliery Mazdoor Sangh from the management of Mugma Area of E.C.L. that Krishna Pandit and 7 Others, Clay Cartridge Makers to be treated as Category-I workman of the management and their regularisation is not legal and not justified. Consequently, they are not entitled to get any relief."

H. M. SINGH, Presiding Officer

नई दिल्ली, 29 अक्टूबर, 2010

का.आ. 2934.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि करण/श्रम न्यायालय 1, नई दिल्ली के पंचाट (संदर्भ संख्या 38/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-10-2010 को प्राप्त हुआ था।

[सं. एल-12011/48/2009-आई आर(बी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 29th October, 2010

S.O. 2934.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 38/2009) of the Central Government Industrial Tribunal/Labour Court-1, New Delhi now as shown in the Annexure, in the Industrial Dispute between the employees in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 27-10-2010.

[No. L-12011/48/2009-IR (B-II)]

D. S. S. SRINIVASARAO, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1, KARKARDOOMA COURT
COMPLEX, DELHI**

I.D. NO. 38/2009

Shri Mahavir Singh through
The General Secretary,
Bank of Baroda Employees Union,
4824/24, Ansari Road, Daryaganj,
New Delhi-110002.

...Workman

Versus

The Deputy General Manager (DCR-I),
Bank of Baroda,
Regional Office, Bank of Baroda Building,
16-Sansad Marg, New Delhi.

...Management

AWARD

Facility for exchanging cut and mutilated notes is provided to public by Reserve Bank of India at all its issue offices and currency chest branches of commercial banks. While facility of exchange of soiled notes is to be provided by all banks at all of their branches, the facility of exchange of mutilated notes is available at designated bank branch(es) to all tenderers whether they are account holders

or not. This is a duty that the banking system as a whole owes to the public. Designated bank branches play an active role and ensure that the facility is operated for the benefit of members of public at large and is not pre-empted by a group of persons. Procedure required to be followed by the branches for acceptance, adjudication and maintenance of records of mutilated notes has been laid down by the Reserve Bank of India. To carry out that duty, currency chest branch (Parliament Street Branch) of Bank of Baroda provides facility for exchange of cut, mutilated and soiled notes to the members of the public at large.

2. Mahavir Singh was working as cashier in currency chest branch (Parliament Street Branch) of Bank of Baroda from January, 2002 to August, 2002. During that period 73212 of pieces of deliberately cut/tampered/mutilated currency notes aggregating to Rs. 255.35 lacs were exchanged/adjudicated in contravention of guidelines issued by the Reserve Bank of India, which notes were subsequently rejected, causing a financial loss to the bank. When facts were enquired into, it came to light that on 18-5-2002 services of Mahavir Singh were not utilized for cash payment. Even though he filled up DN 1 form No. 40 for the money changer and facilitated acceptance of deliberate cut and mutilated currency notes aggregating to Rs. 2,80,000 in violations of the laid guidelines. Currency chest of the bank was not authorised to accept mutilated notes from the public. In contravention of laid guidelines, Shri Mahavir Singh facilitated acceptance of mutilated notes from public directly, while working in the said branch of the bank. Name and address of the tenderer was recorded by him on reverse of DN 1 form No. 40, which address was found to be fictitious. Thus he helped a professional dealer in defective notes to exchange mutilated/cut currency notes from the said currency chest branch, in violation of the guidelines laid.

3. When dimensions of the fraud came to light, Mahavir Singh was suspended on 23-5-2003. Charge sheet was served upon him on 12th of September, 2005. At that time, he was working at Greater Kailash branch of the bank. He submitted his explanation against the charge-sheet which was found not to be satisfactory. An Enquiry Officer was appointed, who conducted the enquiry in the matter. Enquiry Officer submitted his report to the Disciplinary Authority. Vide order dated 19-6-2006, the Disciplinary Authority dismissed Mahavir Singh from the service of the bank. Appeal preferred by him came to be dismissed, vide order dated 10-1-2007. He raised a dispute before the Conciliation Officer. When conciliation proceedings failed, appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-12011/48/2009-IR (B-II) New Delhi dated 12-8-2009, with the following terms:

“Whether the action of the management of Bank of Baroda in terminating the services of Mahavir Singh,

w.e.f. 10-1-2007 is just, fair and legal? To what relief the workman concerned is entitled to and from which date?"

4. Claim statement was filed by Mahavir Singh pleading that on 18th of May, 2010 he was working on saving bank counter, Parliament Street Branch, Bank of Baroda, New Delhi. He was not deputed to work in currency chest that day. He was not expected to fill in DN1 form for the customers and there was no occasion for him to fill such a form. He presents that DN 1 form No. 40 does not bear his hand writings. According to him he was transferred to Greater Kailash branch of the bank on 3rd of July, 2002, which branch falls under geographical area and administrative control of the Deputy General Manager, Delhi Metro Region-II, New Delhi. Regional Manager and Deputy General Manager, Delhi Metro Region-I, New Delhi, was not competent to suspend him and order dated 23-5-2003 is in violation of clause 19.14 of Bipartite Settlements. He was not competent to initiate departmental enquiry against him, when he was not working under his supervision and control. Charge sheet dated 12-9-2005 was served upon him by Deputy General Manager, Delhi Metro Region-I, New Delhi, who was incompetent to serve said charge sheet. Charge sheet was framed unilaterally without giving him an opportunity to explain which act is in violation of clause 19.1 of Bipartite Settlement dated 19-10-66. He presents that the enquiry conducted was in violation of the principles of natural justice and punishment of dismissal was awarded to him by an officer who was not competent to initiate disciplinary action against him.

5. The claimant projects that a case was lodged by the bank with C.B.I Shri M.K. Seth, Manager and joint custodian of currency chest stated before the Investigating Officer that of DN1 forms from Nos. 1 to 115 and corresponding entries in DN11 register were in the hand writing of Satish Chaudhary the then Head Cashier currency chest. Shri R.C. Angurala also confirmed those facts before the Investigating Officer. According to him, facts projected by Shri Seth and Angurala before the Investigating Officer go to show that he was innocent. He asserts that from statement of daily cash balance of mutilated notes submitted to RBI in TE II form for the period from 17-5-2002 to 20-5-2002 shows that no mutilated/cut currency notes were exchanged from the currency chest in that period. Those fact makes the story put forward by the bank improbable. He presents that subsequently writing on DN1 form and entries in DN2 register were fabricated. The Enquiry Officer as well as the Disciplinary Authority failed to consider those facts and prejudice was caused to him. He claims that the Disciplinary Authority awarded punishment of dismissal, without consideration of his reply dated 2-9-2006. The Appellate Authority has not applied his mind to the facts of this case and mechanically rejected his appeal. He claims that the Deputy General Manager, Delhi Metro Region-I, New Delhi, and General Manager,

Northren Zone, Parliament Street, New Delhi may be commanded to recall punishment order dated 19-6-2006 and order dated 10-1-2007 respectively, on the strength of which his appeal was rejected.

6. Contest was given to the claim by the management pleading that Mahavir Singh is facing trial before Special Judge, CBI for committing grave economic offences punishable under sections 120B read with Rules 5 (2)(ii) of R.B.I.(Note Refund) Rules, 1975 and 420, 467, 468, 471 and 477 of the Penal Code, besides section 13 and 13(1)(d) of the Prevention of Corruption Act, since a loss to the tune of Rs. 2,55,35,000 has been caused to the bank. It has been pleaded that when misconduct was committed, Mahavir Singh was working at Parliament Street Branch of the bank, which falls under supervision and administrative control of Deputy General Manager, Delhi Metro Region-I, New Delhi. Initiation of disciplinary action by Deputy General Manager, Delhi Metro Region-I, New Delhi, had not caused any infraction of Bipartite Settlement. Action of holding enquiry, findings of the Enquiry Officer, order passed by the Disciplinary Authority and the Appellate Authority are based on factual and legal propositions. The enquiry was fair and proper, with no procedural infractions and principles of natural justice. Punishment awarded to the claimant commensurate with gravity of misconduct committed by him. There is no substance in the claim statement and the same is liable to be dismissed.

7. On pleadings of the parties following issues were settled:

1. Whether the enquiry conducted by the management was just, fair and proper?
2. As in terms of reference.
3. Relief.

8. Issue No. 1 was treated as preliminary issue. Mahavir examined himself to discharge onus resting on him, Shiv Kumar Gupta (MW1), Joginder Singh Bagga (MW2) and M.K. Aggarwal (MW3) were examined by the management in support of its defence. After hearing the parties and appreciation of evidence preliminary issue was answered in favour of the management and against the claimant vide order dated 4-6-2010.

9. Arguments on proportionality of punishment were advanced by the parties. Shri Bharat Bhushan assisted by Shri C.S. Dahia, authorised representative, advanced arguments on behalf of the claimant. Shri T.C. Gupta, authorised representative, advanced arguments on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

Issue No. 2

10. Shri Gupta argued that the claimant, while working as cashier in currency chest branch (Parliament

Street Branch) of the bank deliberately assisted money changer on 18-5-2002, in contravention of guidelines laid down by the Reserve Bank in respect of exchange of cut and mutilated notes. He filled in D N 1 form 40 for money changer, despite the fact that his services were not utilized for cash payment that day and facilitated acceptance of deliberate cut and mutilated currency notes aggregating to Rs.2,80,000 in violation of laid guidelines. Though the currency chest was not authorised to handle mutilated notes from public yet mutilated notes were exchanged, which currency notes were later on rejected by the Reserve Bank of India. He contends that the tenderer of mutilated currency notes did not visit currency chest for tendering currency notes and receiving exchange value thereof, since name and address of the tenderer recorded by the claimant on reverse of D.N. 1 form 40 was found to be non-existent. He agitates that by his acts and conduct the claimant caused pecuniary loss to the bank. Since the claimant acted in violation of the laid guidelines. Shri Gupta argued that punishment of dismissal awarded to him commensurate to his misconduct. According to him there are no reasons available for this Tribunal to interfere with the punishment awarded to the claimant.

11. Shri Bharat Bhushan assisted by Shri C.S. Dahia presents that punishment awarded to the claimant is shockingly disproportionate to the misconduct. It has been argued that on 18-5-2002 the claimant was not working in the currency chest and having no opportunity to fill in DNI form 40. Shri Bharat Bhushan agitates that the claimant had rendered meritorious service to the bank, which fact has not been taken into account while awarding punishment to him. He urged that ultimate penalty of dismissal is not justified in the matter. He has also projected that the claimant has been rendered jobless and his family is left to starve by the management. He seeks indulgence of the Tribunal to interfere with the punishment awarded to the claimant.

12. What should be the appropriate punishment, which can be awarded to the claimant, is a proposition which would be addressed by this Tribunal. Right of an employer to inflict punishment of discharge or dismissal is not unfettered. The punishment imposed must commensurate with gravity of the misconduct, proved against the delinquent workman. Prior to enactment of section 11-A of the Industrial Disputes Act, 1947 (in short the Act), it was not open to the industrial adjudicator to vary the order of punishment on finding that the order of dismissal was too severe and was not commensurate with the act of misconduct. In other words, the industrial adjudicator could not interfere with the punishment as it was not required to consider propriety or adequacy of punishment or whether it was excessive or too severe. Apex Court, in this connection, had however, laid down in Bengal Bhatdee Coal Company [1963 (I) LLJ 291] that where order of punishment was shockingly disproportionate with

the act of the misconduct which no reasonable employer would impose in like circumstances, that itself would lead to the inference of victimization or unfair labour practice which would vitiate order of dismissal or discharge. But by enacting the provisions of section 11-A of the Act, the Legislature has transferred the discretion of the employer, in imposing punishment, to the industrial adjudicator. It is now the satisfaction of the industrial adjudicator to finally decide the quantum of punishment for proved acts of misconduct, in cases of discharge or dismissal. If the Tribunal is satisfied that the order of discharge or dismissal is not justified in any circumstances on the facts of a case, it has the power not only to set aside order of punishment and direct reinstatement with back wages, but it has also the power to impose certain conditions as it may deem fit and also to give relief to the workman, including award of lesser punishment in lieu of discharge or dismissal.

13. It is established law that imposing punishment for a proved act of misconduct is a matter for the punishing authority to decide and normally it should not be interfered with by the Industrial Tribunals. The Tribunal is not required to consider the propriety or adequacy of punishment. But where the punishment is shockingly disproportionate, regard being had to the particular conduct and past record, or is such as no reasonable employer would ever impose in like circumstance, the Tribunal may treat the imposition of such punishment as itself showing victimization or unfair labour practice. Law to this effect was laid by the Apex Court in Hind Construction and Engineering Company Ltd. [1965 (I) LLJ 462]. Likewise in Management of the Federation of Indian Chambers of Commerce and Industry [1971 (II) LLJ 630] the Apex Court ruled that the employer made a mountain out of a mole hill and had blown a trivial matter into one involving loss of prestige and reputation and as such punishment of dismissal was held to be unwarranted. In Ram Kishan [1996 (I) LLJ 982] the delinquent employee was dismissed from service for using abusive language against a superior officer. On the facts and in the circumstances of the case, the Apex Court held that the punishment of dismissal was harsh and disproportionate to the gravity of the charge imputed to the delinquent. It was ruled therein, "when abusive language is used by anybody against a superior, it must be understood in the environment in which that person is situated and the circumstances surrounding the event that led to the use of abusive language. No straight-jacket formula could be evolved in adjudicating whether the abusive language in the given circumstances would warrant dismissal from service. Each case has to be considered on its own facts."

14. In B.M. Patil [1996 (II) LLJ 536], Justice Mohan Kumar of Karnataka High Court observed that in exercise of discretion, the Disciplinary Authority should not act like a robot and justice should be moulded with humanism and understanding. It has to assess each case on its own

merit and each set of a fact should be decided with reference to the recording of the allegation, which should be basis of the decision. The past conduct of the worker may be a ground for assuming that he might have propensity to commit the misconduct and to assess the quantum of punishment to be imposed. In that case a conductor of the bus was dismissed from service for causing revenue loss of 50p to the employer by irregular sale of tickets. It was held that the punishment was too harsh and disproportionate to the act of a misconduct.

15. After insertion of section 11-A of the Act, the jurisdiction to interfere with the punishment is there with the Tribunal, who has to see whether punishment imposed by the employer commensurate with the gravity of the act of misconduct. If it comes to the conclusion that the misconduct is proved, it may still hold that the punishment is not justified because misconduct alleged and proved is such as it does not warrant punishment of discharge or dismissal and where necessary, set aside the order of discharge or dismissal and direct reinstatement with or without any terms or conditions as it thinks fit or give any other relief, including the award of lesser punishment, in lieu of discharge or dismissal, as the circumstance of the case may warrant. Reference can be made to a precedent in *Sanatak Singh* (1984 Lab. I. C. 817). The discretion to award punishment lesser than the punishment of discharge or dismissal has to be judiciously exercised and the Tribunal can interfere only when it is satisfied that the punishment imposed by the management is highly disproportionate to the degree of the guilt of the workman. Reference can be made to the precedent in *Kachraji Motiji Parmar* [1994 (11) I.L.J 332]. Thus it is evident that the Tribunal has now jurisdiction and power of substituting its own measure of punishment in place of the managerial wisdom, once it is satisfied that the order of discharge or dismissal is not justified. On facts and in the circumstances of a case, section 11A of the Act specifically gives two folds powers to the Industrial Tribunal, first is virtually the power of appeal against findings of fact made by the Enquiry Officer in his report with regard to the adequacy of the evidence and the conclusion on facts and secondly of foremost importance, is the power of reappraisal of quantum of punishment.

16. In *Bharat Heavy Electricals Ltd.* [2005 (2) SCC 481] the Apex Court was confronted with the proposition as to whether power available to the Industrial Tribunal under section 11-A of the Act are unlimited. The Court opined that "there is no such thing as unlimited jurisdiction vested with any judicial or quasi judicial forum and unfettered discretion is sworn enemy of the constitutional guarantee against discrimination. An unlimited jurisdiction leads to unreasonableness. No authority, be it administrative or judicial has any power to exercise the discretion vested in it unless the same is based on justifiable grounds supported by acceptable materials and reasons thereof." The Apex Court relied its

judgement in *C.M.C. Hospital Employees Union* [1987 (4) S.C.C. 691] wherein it was held that "section 11-A cannot be considered as conferring an arbitrary power on the Industrial Tribunal or the Labour Court, the power under Section 11-A of the Act has to be exercised judiciously and the Industrial Tribunal or Labour Court is expected to interfere with the decision of management under section 11-A of Act only when it is satisfied that the punishment imposed by the management is highly disproportionate to the degree of guilt of the workman concerned. The Industrial Tribunal or Labour Court has to give reasons for its decision". In *Hombie Gowda Educational Trust* [2006 (1) S.C.C. 430] the Apex Court announced that the Tribunal would not normally interfere with the quantum of punishment imposed by the employer unless an appropriate case is made out therefore.

17. Power to set aside order of discharge or dismissal and grant relief of reinstatement or lesser punishment is not untrammelled power. This power has to be exercised only when Tribunal is satisfied that the order of discharge or dismissal was not justified. This satisfaction of the Tribunal is objective satisfaction and not subjective one. It involves application of the mind by the Tribunal to various circumstances like nature of delinquency committed by the workman, his past conduct, impact of delinquency on employer's business, besides length of service rendered by him. Furthermore, the Tribunal has to consider whether the decision taken by the employer is just or not. Only after taking into consideration these aspects, the Tribunal can upset the punishment imposed by the employer. The quantum of punishment cannot be interfered with without recording specific findings on points referred above. No indulgence is to be granted to a person, who is guilty of grave misconduct like cheating, fraud, misappropriation of employers fund, theft of public property etc. A reference can be made to the precedent in *Bhagirath Mal Rainwa* [1995 (1) I.L.J 960].

18. As projected by the parties, the claimant was posted at Parliament Street branch of the bank from January, 2002 till August, 2002. He was deputed many a times to work in currency chest, a branch of the Reserve Bank of India, located at Parliament Street branch of the bank, in which scam of rupees more than two crores was committed. A case was lodged with the Central Bureau of Investigation. On investigation of that case, claimant and others were sent for trial by the Central Bureau of Investigation. Charge sheet Ex. WW1/1 was filed. As borne out of the record as well as charge sheet Ex. WW1/1, on 18-5-2002 the claimant filled in DNI form-40, despite the fact that his services were not utilized for cash payment in the branch that day. The claimant facilitated acceptance of cut and mutilated currency note aggregating to Rs. 2,80,000 in violation of laid guidelines to help a professional dealer in defective notes. Subsequently those cut and mutilated currency notes were rejected by Reserve

Bank of India and financial loss was caused to the bank. Facts brought to light unfold that dimension of crime extends much beyond the role of the claimant. It has also come over the record that currency chest was not authorised to exchange mutilated notes directly from the public. The claimant facilitated exchange of cut and mutilated notes amounting to Rs. 2,80,000. He recorded address of the tenderor on reverse of DNI form 40 as "Raj Kumar, Pocket-A/6A, Mayur Vihar II, Delhi", which address was later on found to be non-existent. These facts make out that the claimant committed a serious misconduct, when he acted in violation of laid guidelines and facilitated exchange of cut and mutilated notes amounting to Rs. 2,80,000 in favour of a professional dealer. Notes, so exchanged, were subsequently rejected and loss was caused to the bank.

19. Question for consideration comes as to whether punishment awarded to the claimant was shockingly disproportionate to his misconduct, justifying interference by this Tribunal. In *Firestone Tyre and Rubber Company of India (Pvt.) Ltd.* [1973 (1) S.C.C. 813], the Apex Court ruled that once misconduct is proved, the Tribunal had to sustain order of punishment unless it was harsh indicating victimisation. It has been further laid therein that if a proper enquiry is conducted by an employer and a correct finding arrived at regarding the misconduct, the Tribunal even though now empowered to differ from the conclusion arrived at by the management, will have to give very cogent reasons for not accepting the view of the employer. Again in *Divisional Controller K.S.R.T.C. (N.W.K.R.T.C.)* [2005 (3) S.C.C. 254] it was laid that question of quantum of punishment would not be weighed on amount of money misappropriated but is should be based on loss of confidence, which is a primary factor to be taken into account. Once a person is found guilty of misappropriating his employer's fund, there is nothing wrong for the employer to lose confidence or faith in such a person, awarding punishment of dismissal.

20. Whether claimant has been able to show that punishment awarded to him was shockingly disproportionate to the degree of his guilt? As projected above, the claimant acted in violation of laid guidelines and assisted/facilitated a professional dealer in cut and mutilated currency notes for exchange of such notes amounting to Rs. 2,80,000. He filled in DNI form 40 and recorded a fictitious address on its reverse with a view to show that tenderer approached currency chest for exchange of currency notes. Such cut and mutilated currency notes were exchanged in violation of laid guidelines and loss to the tune of Rs. 2,80,000 was caused to the bank. Claimant acted against the interest of his employer that too in violation of laid guidelines. Instead of protecting interest of his employer, he did an act and caused loss to the former. An employee who puts his

employer to loss and embarrassment cannot be termed worth credence. An employer is bound to lose confidence in him. Loss worth Rs. 2,80,000 is not a small one. All these facts project that acts committed by the claimant amounted to gross misconduct and not a simple one. Therefore, such an employee cannot be retained in service.

21. Whether punishment of dismissal needs substitution for a punishment of discharge simpliciter? The claimant projects that after his dismissal from service he is jobless and his family had reached stage of starvation. It has been agitated on his behalf that punishment of discharge simpliciter would entitle him to retirement benefits. Dismissal from service is bound to put a person to great hardship. But that fact would not persuade the Tribunal to interfere with the punishment. Undoubtedly doctrine of proportionality of punishment may be applicable in such matters but for application of that doctrine facts of the controversy, besides extenuating circumstances are to be taken into account. Extenuating circumstances should not be such which came into existence after the award of punishment. Those circumstances must relate to the service rendered by delinquent employee to his employer. He should show that at certain point of time he rendered meritorious service at his work place, may be much prior to the commission of misconduct. Such instances would certainly show extenuating factors in favour of an employee. Sufficient time was given to the claimant to place such facts before the Tribunal. Unfortunately, he could not show anything which may tilt the scale in his favour. He has been a mediocre employee, who indulged in grave misconduct. Therefore, hardship subsequent to the order of punishment would not weigh in favour of the claimant. I find no reason to hold that the punishment awarded to the claimant was disproportionate to his misconduct, not to talk of shockingly disproportionate. No case is found for interference with the punishment. Consequently it is concluded that the action of the bank in awarding punishment of dismissal to the claimant, vide order dated 10-1-2007, is found to be just, fair and legal. The issue is, therefore, answered in favour of the bank and against the claimant.

Relief

22. Since the claimant has failed to project that the punishment awarded to him is shockingly disproportionate and amounts to victimization, he is not entitled to any relief. His claim deserves dismissal. The same is, therefore, dismissed. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dr. R.K. YADAV, Presiding Officer

Dated: 12-10-2010

नई दिल्ली, 2 नवम्बर, 2010

का.आ. 2935.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रेलवे मेल सर्विस के प्रबंधन के संबंध में नियोजकों और उनका कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 415/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-11-2010 को प्राप्त हुआ था।

[सं. एल-40012/29/98- आई आर(डी यू)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 2nd November, 2010

S.O. 2935.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.415/2005) of the Central Government Industrial Tribunal cum Labour Court-No.II, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Railway Mail Service and their workman, which was received by the Central Government on 2-11-2010.

[No. I.-40012/29/98-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH**

PRESENT : Sri A.K. Rastogi, Presiding Officer.

Case No. I.D. 415/2K5

Registered on 19-08-2005

Sh. Ramesh Kumar C/o Chaman Lal, 914, Teli Mandi,
Ambala Cantt- 133001.

...Applicant

VersusThe Superintendent, Railway Mail Service, Haryana
Division, Ambala-133001.

...Respondent

APPEARANCES

For the workman Sh.J.R. Syal, Advocate

For the Management Sh.Madan Mohan, Advocate

AWARD

Passed on 19 Oct. 2010

Central Government vide Notification No. I.-40012/
29/98-IR (DU) Dated the 30th October/18th November 1998.

by exercising its powers under Section 10 sub-section (1) Clause (d) and sub-section 2(A) of the Industrial Disputes Act, 1947 (hereinafter referred to as Act) has referred the following Industrial dispute for adjudication to this Tribunal.

“Whether the action of the management of Railway Mail Service, Haryana Division, Ambala in not employing the workman Sh. Ramesh Kumar in the year 1988 and thereafter is legal and justified? If not, to what relief the workman is entitled to?”

In his claim statement and in the rejoinder to the written statement of the management, the workman has raised an industrial dispute stating that he was in the employment of the management as a part-time waterman during summer season (May to October) in the year 1985, 1986, 1987 but he was not called to join the duty in the year 1998 and thereafter. The termination of his services is a retrenchment. His employment was through Employment Exchange and it is not necessary that his name is sponsored every time by the Employment Exchange. He has completed more than 240 days in three years of his service and where the job required is continuous in nature the workman has to be appointed on regular basis. Therefore, he was employed on regular basis for part of the day as per nature of his duties and as he has put in six months service, he has a right for his appointment in the subsequent years as per provisions of Section 25H of the Act.

The claim was contested by the management. It was stated in the written statement that the claim is highly time barred. The cause of action arose to the claimant in 1988 while the demand notice was given more than 9 years after in 1997. It was further stated that the claimant was a seasonal part-time workman. His employment was contractual for a fixed terms from 25-06-1985 to 15-10-1985, 15-04-1986 to 15-10-1986 and from 01-04-1987 to 15-10-1987 on a consolidated sum of Rs. 200 per month. His engagement was subject to the condition that his services were liable to be terminated without notice and he shall not put in any claim for temporary/regular absorption in Class IV cadre. The part-time seasonal employment of the claimant came to an end on 15-10-1987 on the closure of the season and at the end of the contract. A requisition was placed with the Employment Exchange for the 1988 season but the name of the claimant was not sponsored hence, he was not considered for the job. As he was simply a part-time employee, the status of workman is not available to him and there is no retrenchment in case of a seasonal workman and the provisions of Section 25H of the Act are not applicable in his case.

On the pleadings of the parties following issues arise for consideration :—

- (i) Whether the dispute raised is highly belated and whether the Tribunal can invalidate the reference on the ground of delay?
- (ii) Whether the claimant is a retrenchee and has a right of re-employment as per the provisions of Section 25H of the Act?
- (iii) Whether the action of the management in not employing the claimant in the year 1988 and thereafter is legal and justified?
- (iv) To what relief is the claimant entitled to?

In evidence the claimant tendered his affidavit while the management has tendered the affidavit of Inderjit Singh Chauhan, Superintendent, Railway Mail Service, Haryana Division, Ambala along with photo copies of declaration, appointment letter of 1985 another declaration dated 07-04-86, letter of appointment 1987, another declaration of 1987, application of claimant of August 1997, letters dated 31-08-1990, 05-09-1990 and 1-9-1996 also Policy details dated 20-10-1984. The papers were received in evidence as Ex. M-2 to Ex. M-11.

I have heard the learned counsel for the parties and have gone through the record. My findings on the various issues are as follows:-

Issue No. 1.

It was argued on behalf of the management that the dispute has been raised after much delay and it is liable to be invalidated by the Tribunal. The learned counsel for the claimant however, disputed the proposition. The learned counsel cited **Karan Singh Versus M/s. Executive Engineer, Haryana State Marketing Board 2007 (4) RSJ 675**, wherein the Apex Court held that the Industrial Tribunal cannot invalidate the reference on the ground of delay. If the employer says that the workman has made a stale claim, then the employer must challenge the reference by way of Writ Petition and say that since the claim is belated, there was no industrial dispute.

From the above cited law, it is clear that the reference cannot be invalidated by the Tribunal on the ground of delay. The Issue No. 1 is decided against the management.

Issue No. 2.

Admittedly, the claimant was employed as a part-time waterman during summer seasons in 1985, 1986 and 1987. He was not working throughout the year. His engagement was for the summer and his employment ended at the end of the season as is evident from Ex. M-5 the appointment letter dated 31-03-1987. The employment of the claimant in the year 1987 was from 01-04-1987 to 15-10-1987 as part-time waterman on a monthly allowance

of Rs. 200. His appointment was purely temporary and his services were liable to be terminated at any time without any notice. His last appointment made through Ex. M-5 lasted upto 15-10-1987 and no retrenchment was involved in his case. With regard to a seasonal workman, the law is very clear. In **Morinda Co-op. Sugar Mills Ltd. Versus Ram Kishan & Others etc. 1995 (2) SC Service Law Judgments 278** in case of a seasonal work of crushing of sugarcane, the Hon'ble Supreme Court held that on closure of the season incumbents cease to work and since it is only seasonal work, the respondents cannot be said to have been retrenched in view of what is stated in clause (bb) of Section 2(oo) of the Act.

The argument of the learned counsel for the claimant that he was employed on regular basis is not acceptable. The interpretation of Section 25H of the Act given on behalf of the workman that a workman who has put in six months service has a right for his appointment in subsequent years is also not correct. Section 25H of the Act provides that:-

"25H Re-employment of retrenched workmen.- Where any workmen are retrenched, and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity to the retrenched workmen who are citizens of India to offer themselves for re-employment, and such retrenched workmen who offer themselves for re-employment shall have preference over other persons."

It nowhere says nor can it be interpreted from the language of the Section that a workman who has put in six months service has a right for his appointment in subsequent years. For the protection of Section 25H, continuous one year service is not required. What is required is a retrenchment. The protection of the provisions is available to a retrenchee only. If one is not retrenched, he cannot claim the benefit of Section 25H of the Act. The case of the claimant is covered under Section 2(oo) (bb) of the Act. He is not a retrenchee, and therefore, not entitled to the benefit of Section 25H of the Act. Issue No. 2 is decided accordingly, against the workman.

Issue No. 3.

It has been held above that the claimant is not entitled to the benefit of Section 25H of the Act and has no right to be re-employed under the said provisions. In the written statement it is the case of the management that for the season 1988 a requisition was placed with the Employment Exchange, but since the name of the claimant was not sponsored by the Employment Exchange, so the claimant

was not considered for the employment in the year 1988. In this regard the management witness in his cross-examination has stated that the management does not call the individual for part-time work. The requisition is sent to the Employment Exchange, which sponsor the candidates and the requisition for the next season had also been sent. Neither it is the case of the workman nor is there any evidence to say that the name of claimant had been sponsored by the Employment Exchange for the season of year 1988 or for any other season thereafter. It was for the claimant to prove that he was entitled to employment in the year 1988 and thereafter and the action of the management in not employing him is not legal and justified. Since the claimant has failed to discharge his burden, the issue is decided against him and it is held that the action of the management in not employing the claimant in the year 1988 and thereafter is legal and justified. Issue No. 3 is decided against the workman.

Issue No. 4

From the above going discussion it is clear that the workman is not entitled to any relief. The reference is answered against the workman. Let two copies of the award be sent to the Central Government after the compliance.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 2 नवम्बर, 2010

का.आ. 2936.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अरनाकुलम, कोचीन के पंचाट (संदर्भ संख्या 12/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-11-2010 को प्राप्त हुआ था।

[सं. एल-40012/2/2008-आई आर(डी यू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 2nd November, 2010

S.O. 2936.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.12/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam, Cochin as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workmen, which was received by the Central Government on 2-11-2010.

[No. L-40012/2/2008-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT : Shri P.L. NORBERT, B.A., I.L.B., Presiding Officer.

(Tuesday the 26th day of October, 2010/4th Karthikam, 1932)

I.D. 12/2008

Workman : Smt. Usha T., Puthenvila House,
Poruvazhy Village,
Ambalathumbagham P.O.,
Kunnathoor Taluk, Kollam (Kerala).

By Adv. Shri Roshen D. Alexander

Managements : 1. The Chief General Manager, Telecom,
Bharat Sanchar Nigam Ltd., Kerala
Circle, PMG Junction, Trivandrum.

2. The Divisional Engineer (T),
Bharat Sanchar Nigam Ltd.,
Sasthamkotta, P.O. Kollam (Kerala),
By Adv. Shri C. S. Ramanathan.

This case coming up for hearing on 20-10-2010, this Tribunal-cum-Labour Court on 26-10-2010 passed the following.

AWARD

This is a reference under Section 10 (1) (d) of Industrial Disputes Act. The reference is :

“Whether the action of the management of Bharat Sanchar Nigam Limited, Kerala Circle, Trivandrum in terminating the services of their workman Smt. T.Usha w.e.f. 3-12-2006 is legal and justified? In not, to what relief the workman is entitled to?”

2. The facts in a nutshell are as follows :

Smt. Usha T., the worker is claiming that she was employed as a part-time casual sweeper in Sasthamkotta office of BSNL from 03-10-1999 to 01-11-2006. Besides the sweeping work she was also asked to do the work of Peon and Clerk. Her salary was Rs. 1500 per month. She worked continuously. However the management reduced the salary without notice from November 2004 onwards. They introduced contract system by inviting quotations for sweeping work after 31-10-2004. The worker was compelled to submit quotations in different names. In November 2006 the sweeping work was entrusted to somebody else with a view to terminate the service of the worker. All along for 8 years the worker was engaged as casual labourer denying the benefits of a regular employee and it is an unfair labour practice. There is a vacancy of sweeper in Sasthamkotta office. However the worker was not considered by the management. There is employer-employee relationship

between the worker and the management. The termination is illegal and the worker is entitled to be reinstated with back wages.

3. The management contends that there was ban against recruitment and appointment of part-time casual workers since 1984. Hence thereafter nobody was appointed as casual worker for sweeping and scavenging work. From 1999 to 2002 sweeping work was given on contract basis @ Rs. 50 per day. Each contract was for a short spell. The worker was not engaged for any work other than sweeping and cleaning. The management has not reduced wages of the worker. Whenever the quoted lesser amounts naturally her per day earning automatically got reduced. In 2004 when someone else submitted the lowest quotation the work of sweeping was entrusted to that person and not to the worker. There is no termination of employment. On expiry of the period of contract the engagement automatically ceased. There is no relationship of employer-employee between the parties. Since the worker was not an employee of the management she was not entitled for a notice of termination. Hence the worker is not entitled for reinstatement.

4. In the light of the above contentions the only point that arises for consideration is :

Whether the termination is legal?

5. The evidence consists of the oral testimony of WW1 and documentary evidence of Exts. W1 to 8 on the side of the worker and MW1 and Exts. M1 to M38 on the side of management.

6. **The Point :** There is no dispute that the worker was engaged for sweeping and cleaning work in Sasthamkotta office of BSNL during the period 03-10-1999 to 01-11-2006. However the status of worker is in dispute. According to the worker she was a part-time casual employee doing sweeping and cleaning work. According to the management she was never an employee of the management, but only a contract worker. However the worker admits in the claim statement and in the chief examination (by proof affidavit) that she was compelled to submit quotations for contract work of sweeping and cleaning from 2004 onwards till 01-11-2006. But other than the ipse dixit of the worker there is no corroboration to substantiate the case of compulsion. Thus that contention regarding forced contract remains in the realm of mere allegation. MW1 the Divisional Engineer, Telecom, BSNL, Sasthamkotta, Kollam does not admit casual employment of worker. According to him she was engaged on contract basis.

7. The management has produced Exts. M17 to 23 which are notices issued by management inviting quotations for sweeping and cleaning work for the period

from 2004 to 2006. Exts. M24 to 36 are quotations submitted by the worker in different periods from December 2002 to November 2006. Ext. M37 is a similar quotation submitted by one Ms. L Anila on 27-11-2006. Thus the evidence goes to show that the management had invited quotations for the purpose of entrusting sweeping and cleaning work on contract basis. Therefore the worker cannot contend that she was a casual part-time employee from 2003 onwards. She has no case that the contract is sham. Even if she were to take such a contention it would not stand because she is a party to the contract and she cannot disown her own document. I have already mentioned that her case of compelled contract is without merits as it is not supported by evidence. Therefore her case that she was a part-time casual employee of the management and she was working continuously for more than 240 days preceding her termination has no legs to stand. The invitation for quotation was to the public at large and not to the worker alone. Therefore she was free either to respond to the invitation or refrain from it. She opted to submit quotations and consequently the terms of contract are binding on her once her quotation was accepted by the management. Therefore her status at least from 2003 is that of a contract employee and not a casual employee. She cannot claim to have employer-employee relationship with the management. Assuming that she was a casual employee during this period still she has to prove that she had worked continuously for 240 days preceding her termination from service in 2006 in order to say that termination without notice is illegal. For that also there is no evidence.

8. The issue referred is legality of termination of service on 03-12-2006 and not of any prior date. Since on the date of alleged termination she was only a contract labourer and not a casual employee when the contract period came to an end her engagement also came to an end. There is no question of termination of service at the instance of management. The work stops automatically on expiry of the period of contract. The contract worker cannot claim benefits of a 'workman' under S.2 (s) of ID Act.

9. Assuming that the reference takes in termination of service as casual employee some time in October 2002 prior to the contract, still she has to prove continuous service of 240 days immediately before her termination from service. Admittedly the worker was engaged since 1999. The management has not produced any quotation or notice inviting quotations with respect to the period from 03-10-1999 to November 2002. Therefore the management is bound to explain in what capacity the worker was engaged during the above period. Exts. W2 series are receipts of wages paid to the worker during different periods from 31-10-1999 to 10-01-2003. These receipts do not show that the wages were paid towards contract work. Therefore at least during

this period she must have been working as a part-time casual sweeper. She has also produced copies of ordinary mail register written by her and demand notice filled by her during the above period between 1999—2002 to show that she was directed to do some clerical work besides the sweeping work. Assuming that she was a casual part-time employee during the period 1999—2002 still she did not challenge the change of status from casual employee to contract worker in 2003. Once quotations were submitted and contracts were signed for sweeping work her service as part-time casual employee stood terminated. Her long silence amounts to acquiescence to the status of a contract worker. Assuming that she had worked as casual employee still she has to prove continuous service of 240 days prior to the termination in the end of 2002. But there is no evidence regarding such continuous service. According to the management as per ACE-2 bills, Exts. M 2 to 15 and 38 she had worked the following number of days during 1999 to 2002.

1999	-	51 days
2000	-	119 days
2001	-	135 days
2002	-	142 days

Thus in no way her claim is sustainable. I have already found that there is no termination of service by the management on 3-12-2006. Therefore the question of legality of termination does not arise at all.

In the result an award is passed finding that there is no termination of service at the instance of the management and no illegality is committed by the management in the matter of employment of the worker and the worker is not entitled for any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 26th day of October, 2010.

P. L. NORBERT, Presiding Officer

Appendix

Witness for the Workman

WW1 - Smt. Usha T., Worker.

Witness for the Management

MW1 - Shri N. Bhaskaran Pillai, Divisional Engineer, Sasthamkotta, BSNL.

Exhibits for the Workman

W1	-	Copy of report of conciliation of A.L.C (C) dt. 31-12-2007.
W2	-	Copies of 41 receipts submitted by worker to the management during the period 31-10-1999 to 10-01-2003.
W3	-	A few pages of ordinary mail register of the period 1999-2002.
W4	-	
W5	-	
W6	-	Demand notes filled up by the worker in her handwriting.
W7	-	Receipts submitted by the worker for the period 2003-2006.
W8	-	Written statement of management submitted to A.L.C (C).

Exhibits for the Management

M1	-	Government Order dt. 15-06-1999.
M2	-	}-
M3	-	}-
M4	-	}-
M5	-	}-
M6	-	}-
M7	-	}-
M8	-	}-ACE-2 bills for the period 1999 to 2002
M9	-	}-
M10	-	}-
M11	-	}-
M12	-	}-
M13	-	}-
M14	-	}-
M15	-	}-
M16	-	Order of G.M. District Tele. Department, Kollam for centralised contract with M/s. Reliance Security Agencies for sweeping and scavenging work in Kollam SSA.
M17	-	}-
M18	-	}-
M19	-	}-

- M20 - }-Notices issued by management inviting quotations for
- M21 - } sweeping and cleaning work for the period 2004-2006.
- M22 - }-
- M23 - }-
- M24 - }-
- M25 - }-
- M26 - }-
- M27 - }-
- M28 - }-
- M29 - }- Quotations of worker submitted to management of different
- M30 - }-dates from December 2000 to November 2006.
- M31 - }-
- M32 - }-
- M33 - }-
- M34 - }-
- M35 - }-
- M36 - }-
- M37 - Quotation of Ms. L. Anila dt. 27-11-2006 for sweeping and cleaning work submitted to management.
- M38 - ACE -2 Bills of the year 2001.

नई दिल्ली, 2 नवम्बर, 2010

का.आ. 2937.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 26/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-11-2010 को प्राप्त हुआ था।

[सं. एल-40012/34/2008-आई आर(डी यू)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 2nd November, 2010

S.O. 2937.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/2009) of the Central Government Industrial Tribunal-cum-Labour Court Chennai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their

workmen, which was received by the Central Government on 2-11-2010.

[No. L-40012/34/2008-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 27th October, 2010

PRESENT : Shri A.N. JANARDANAN, Presiding Officer.

INDUSTRIAL DISPUTE No. 26/2009

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of BSNL and their Workman]

BETWEEN

Sri A Murugapandian ...1st Party Petitioner
S/o Late Sri M. Arumugam
Pachamalaiyankottai (PO), Kethaiya
Koundanpatti, Sembatti Via
Dindigul-624707

Vs.

The General Manager ...2nd Party Respondent
Bharat Sanchar Nigam Limited
Bibikulam Madurai- 625002

APPEARANCE :

For the 1st Party/Petitioner Ex. Parte
For the 2nd Party/Management Sri P. Arulmudi

AWARD

The Cental Government, Ministry of Labour vide its Order No. L-40012/34/2008-IR (DU) dated 16-02-2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of BSNL, Markampatti, in termination the services of their workman Sri A. Murugapandian w.e.f. 1-09-2004, is legal and justified? If not, to what relief the workman is entitled to?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 26/2009 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their Claim and Counter Statement as the case may be.

3. The allegations in the Claim Statement bereft of unnecessary details are as follows:

The petitioner employed as a Casual Labourer since 9-04-1999 as Water Boy up to 16-8-2004 was illegally terminated from 1-9-2004. He was doing work of cleaning rooms and toilets, fetching water etc. with a monthly payment of Rs. 480. He was also engaged for fetching diesel for generator for assisting cable and line faults which duties were normally endorsed by JTO or other officials. He was engaged sometimes with duty of maintenance of stores with issuance of gate pass for entry. He worked for 261 days till 31-12-1999 and for 4 full years from 1-1-2000 to 31-12-2003 and for 229 days from 1-1-2004 up to 16-8-2004 with a total number of 1946 days in all. He was continuously engaged on a regular basis. In 2004 pursuant to his representation for regularization, he was disengaged. He raised an ID before the Assistant Commissioner of Labour (Central), Madurai. The Respondent contended that he was engaged only through a Contractor. On failure of conciliation the present reference is occasioned. Hence the claim for reinstatement with all benefits.

4. The contentions raised in the Counter Statement briefly read as follows:

The claim is not maintainable and is liable to be dismissed in-limini. The petitioner was engaged only on need basis on weekly contract for a consolidated amount of Rs. 150 intermittently. It was not a permanent job. It was not for any perennial work. The claim is false. There was no question of arbitrary termination since his engagement was on need basis. The claim that he was engaged for 1940 days is false. He was not engaged for more than 240 days in a Calendar Year. The engagement of Casual Labour is banned from 30-03-1985. He has no right to be regularized. Contractual appointment comes to an end at the end of the contract. Daily waged engagement also comes to an end when it is discontinued. The claim is to be dismissed.

5. The petitioner after having filed Claim Statement remained continuously absent. The Respondent had some intermittent appearances. Eventually petitioner ceased to be present or represented and he was called absent and set ex-parte.

6. Points for consideration are :

- (i) Whether the termination of workman Sri A. Murugapandian from the services of Respondent/Management is legal and justified?
- (ii) To what relief the concerned workman is entitled?

Point (i) and (ii)

7. There is no evidence to prove the respective contentions on either side. Petitioner is ex-parte. No material has been produced by 2nd party too. For the claim and the defence there are only the materials placed before this Tribunal by way of written pleadings. Pleadings themselves are not evidence or proof except in relation to matters admitted. The petitioner's case is that he had been continuously engaged by the Management for 5 years and he had been attending to different types of jobs of perennial nature. He is thereafter terminated from service at a time when he had raised claim for his regularization in service to deny him regularization in service. His termination is challenged as being illegal, arbitrary and against the principles of natural justice.

8. The counter case of the Respondent is that the petitioner was engaged only as a Casual Labourer and he was not engaged for doing job of perennial nature. His engagement was on the basis of need of occasions to engage him for some works for intermittent purposes. He was appointed only on contract basis. He was only Casual Labourer. There is no question of termination. A contract labour ends at the end of the period of contract. A casual labour ends when it is discontinued. Further according to the Respondent the petitioner has not worked for more than 240 days in a Calendar Year. The management prays for dismissal of the ID for the reason that the petitioner is not entitled to be regularized.

9. Initially an ex-parte award was passed against the Respondent as per award dated 22-03-2010. Subsequently on the motion of the aggrieved 2nd Party Respondent as per IA 31/2010 to set aside the ex-parte award this Tribunal set aside the award and restored the ID to file for fresh disposal after giving an opportunity to both sides to adduce evidence for adjudication on merits. It is made clear therein the order that in case the opportunity is not availed properly for an adjudication afresh on merits resulting in an ex-parte award being passed again, this Tribunal will be hesitant to admit the same again for restoration except on heavy terms as to costs for the inconvenience entered by the other side. The said decision rested on the ratio based on the pleading, which per se is not evidence. By reason of the consistently, irregular absence of the Respondent this Court was proceeding ex-parte against the Respondent on the materials discernible from the Claim Statement which appeared to be true. The expression appears "only connotes a situation which is lesser in degree than that of real proof". So much so the contention of the Respondent that the ex-parte award then sought to be set aside was one rendered on the merit had been negated by this Tribunal by the order setting aside ex-parte award and restoring it to the file. It was with a view to give opportunity to both sides and to have a decision rendered on the merit that the ID was restored to file. So the decision rendered

was not one with any degree of evidence showing preponderance of probability in favour of the petitioner. The decision was rendered in favour of the petitioner on material with less probative value, or in other words with evidence which is lesser in degree of the required level of proof as is being done in ex-parte orders. For a relief in a claim in any suit or proceeding the primary duty is upon the 1st Party/Petitioner to prove his case in order to sustain his claim. Only after that burden is satisfactorily discharged the burden shifts on the other side to disprove the claim of the petitioner as being not sustainable. This is based on the principle that when both are at equal fault the condition of the defendant (the 2nd Party) is better.

10. In this case despite after having given sufficient opportunities to both sides to commence and continue the proceedings from stage to stage and to have an enquiry for adjudication on the merits of the dispute both parties have been consistently absent and therefore the only alternative with this Tribunal is to decide the issue ex-parte in accordance with law. Though originally the 1st Party enjoyed an ex-parte award in his favour the same stand cannot be clung now for the extra reasons mentioned elsewhere in this award and the benefit of the Respondent as well being ex-parte cannot be extended to the petitioner. In the absence of any evidence adduced on behalf of the petitioner even of the degree of preponderance of probability, the primary function being upon the petitioner who has approached this Tribunal and the same having not been discharged an award is obviously to be passed against the petitioner. A person who wants the Court to believe in the existence of certain facts for an order in his favour has to prove it. Therefore, the award is to be against the petitioner. It is also worthy to point out the caution which this Tribunal has made known while setting aside the ex-parte award that if another ex-parte award happens to be passed due to the defaulting conduct of the parties thereafter necessitating the setting aside of yet another ex-parte award passed the same has to be allowed, if at all, it should be only on heavy terms as to costs for inconvenience caused to the other party that too only on sufficient grounds shown and in accordance with law which needs no specific mention. Accordingly, the petitioner having not established that he is entitled to any relief it is ordered that his termination is legal and justified.

11. The reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 27th October, 2010)

A.N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : None

For the 2nd Party/Respondent : None

Documents Marked :

On the petitioner's side

Ex. No.	Date	Description
	Nil	

On the Management's side

Ex. No.	Date	Description
	Nil	

नई दिल्ली, 2 नवम्बर, 2010

का.आ. 2938.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हैवी एल्लोय पेनेट्रेटर प्रोजेक्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 77/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-11-2010 को प्राप्त हुआ था।

[सं. एल-14011/15/2009 आई आर (डी यू)।

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 2nd November, 2010

S.O. 2938.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 77/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Heavy Alloy Penetrator Project and their workman, which was received by the Central Government on 2-11-2010.

[No. L-14011/15/2009-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI

Friday, the 22nd October, 2010

PRESENT: Shri A.N. Janardanan Presiding Officer

INDUSTRIAL DISPUTE No. 77/2009

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Heavy Alloy Penetrator Project and their Workman]

BETWEEN

Sri C. Vinayagamurthy, ...1st Party/Petitioner
Secretary
HAPP Contract Workers Union
Venmani Illam
Karur Bypass Pass
Trichy - 620 002

Vs.

The General Manager, ...2nd Party/Respondent
Heavy Alloy Penetrator Project
Ministry of Defence
Trichy-620025

APPEARANCE:

For the Petitioner : M/s. V.C. Selvasekaran,
N. Rajnikanth
For the Management : Sri S. Raveendran

AWARD

The Central Government, Ministry of Labour *vide* its Order No.L-14011/15/ 2009-IR (DU) dated 26-08-2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the contract between the management of Heavy Alloy Penetrator Project and (i) M/s. Clean and Care Services, and (ii) Sri Balamuthu, Contractors, with regard to employment of Sri K. Somasundaram, Sri J. Abdul Mazid, Sri A. Maruthamuthu, Sri M. Muthuvel, Sri T. Mohan, Sri V. Periyasamy, Sri K. Manivasagam, Sri P. Kirubakaran, Sri A. Rajendran, Sri S. Sakthivel, Sri G. Babu, Sri Veeramany, Sri Varatharajan and Sri Subramani is sham and bogus? If yes, whether the action of the management in terminating the services of the above 14 workers is legal and justified? If not, what relief the workmen are entitled to?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 77/2009 and issued notices to both sides. Both sides entered appearance through their respective counsel. Petitioner thereafter consistently remained absent and unrepresented. Respondent also was consistently absent. Respondent thereafter entered appearance and got the ex-parte order set aside. As regards the ex-parte status of the petitioner the same continued and eventually he was declared and set ex-parte.

3. Points for consideration are :

- (i) Whether the contract between the Management of Heavy Alloy Penetrator Project and Contractors (a) M/s. Clean and Care Services and (b) Sri Balamuthu with regard to

employment of workmen Sri K. Somasudaram and 13 Others is sham and bogus?

- (ii) Whether the termination of them from services by the Management is legal and justified?

- (iii) To what relief the concerned workmen are entitled to?

Points (i), (ii) & (iii)

4. Petitioners remained ex-parte, no evidence is adduced on their behalf to prove the claim. In Memo of Objection filed on behalf of the Respondent it is stated that the petitioners are not the employees under the Respondent Management but are Contract Labour. Their grievances have to be got ventilated through their Contractor, their Employer. The petitioners are presently engaged in some other contract work and their grievance is not subsisting. The conduct of petitioners shunning the forum and not filing any Claim Statement indicates that there is no real grievance to be redressed for them. The ID is therefore only to be closed.

5. In the absence of any evidence to sustain the claim of the petitioners as to the contract between the Management and the two Contractors with regard to employment of 14 workmen whether as bogus and sham adduced by the petitioners burden of proving which is upon them, but which burden has not been discharged, it is only to be held that the contract is not sham and bogus. The petitioners are therefore not entitled to any relief. Their termination is only legal and justified. They are not entitled to any relief.

6. The reference is answered accordingly.

(Dictated to the P. A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd October, 2010).

A.N. JANARDANAN, Presiding Officer

Witnesses Examined :

For the 1st Party Petitioner : None

For the 2nd Party Management : None

Documents Marked : —**On the petitioner's side**

Ex. No.	Date	Description
N/A		

On the Management's side

Ex.No.	Date	Description
N/A		

नई दिल्ली, 2 नवम्बर, 2010

का.आ. 2939.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार डी. आर. डी. ऑ. क प्रबंधन के संबंध निर्यातों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण नं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 55/ 2007) को प्रकाशित करती है, जो केंद्रीय सरकार का 02-11-2010 को प्राप्त हुआ था।

[सं. एल-14011/1/2007-आईआर (डी.यू.)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 2nd November, 2010

S.O. 14011/1/2007.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award - Ref. No. 55/2007 of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of D.R.D.O. and their workman, which was received by the Central Government on 02-11-2010.

[No. L-14011/1/2007-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-NO. 1, KARKARDOOMA COURTS
COMPLEX, DELHI.**

I. D. No. 55/2007

Shri Sunil Kumar & 10 others through
Delhi Labour Union, Aggarwal Bhawan,
G.T. Karnal Road, Tis Hazari,
Delhi -110054

.... Workman

Versus

The Estate Manager,
D.R.D.O. Estate Management Unit,
Lucknow Road,
Delhi -110054.

.... Management

AWARD

Conservancy services were outsourced by the Estate Manager, D.R.D.O., Lucknow Road, Delhi. (hereinafter referred to as the management) to a contractor. As and when contract between the management and the contractor came to an end, either it was renewed or assigned to a new contractor. Services of Shri Sunil Kumar, Sanjay Kumar, Rajesh, Subhash Kumar, Madan, Naresh, Raju, Sumit, Rajinder, Veer Pal and Mukesh were obtained by the contractor, to carry out terms of contract entered into between him and the management. When contract of the contractor came to an end on 20-9-2005, he disengaged the aforesaid employees. They approached Delhi Labour Union, G.T. Karnal Road, Tis Hazari, Delhi, thereafter referred to as the Union) for redressal of their grievances. The Union served a notice of demand on the management as well as the contractor seeking reinstatement of services of the aforesaid claimants. Since no response was received from the management, the Union raised a dispute before the Conciliation Officer. On failure of the conciliation proceedings, the appropriate Government referred the dispute to this Tribunal for adjudication vide order No. L-14011/1/2007-IR (DU), New Delhi dated 28-7-2007, with the following terms :

“Whether the demand of the Delhi Labour Union for reinstatement in services of Shri Sunil Kumar and 10 others (as per annexure), by the management of D.R.D.O. is legal and justified? If yes, to what relief the workmen are entitled to and from which date (s) ?”

2. Claim statement was filed by the Union pleading therein that the claimants were engaged by the management as safai karamchhari since the dates detailed in the table referred below :

Sl. No.	Name & Father's name	Date of Appointment	Present Post	Basic Pay
1	2	3	4	5
1.	Shri Sunil Kumar S/o Sh. Om Prakash	01-01-1997	Safai Karamchhari	2100
2.	Shri Mukesh S/o Shri Tundi	1996	Safai Karamchhari	2400
3.	Shri Sumit S/o Shri Phool	01-03-1994	Safai Karamchhari	2100
4.	Shri Bupal S/o Sh. Om Prakash	03-02-1994	Safai Karamchhari	2100
5.	Shri Rajender S/o Shri Hardwari Lal	07-07-1999	Safai Karamchhari	2100

1	2	3	4	5
6.	Shri Naresh S/o Shri Mahavir	02-05-2005	Safai Karamchhari	2100
7.	Shri Rajesh S/o Shri Kishan Lal	01-03-2002	Safai Karamchhari	2100
8.	Shri Raju S/o Shri Ram Lal	12-10-1996	Safai Karamchhari	2400
9.	Shri Subhash Kumar S/o Shri Ram Lal	08-11-1997	Safai Karamchhari	2100
10.	Shri Madan Lal S/o Shri Chuuni Lal	12-11-1997	Safai Karamchhari	2400
11.	Shri Sanjay Kumar S/o Shri Ram Lal	12-10-1996	Safai Karamchhari	2400

3. The Union pleads that job against which claimants were engaged was of regular and permanent in nature. They were performing their duties sincerely and to the entire satisfaction of their supervisors. Though jobs performed by them were identical to the work performed by regular employees of their category, yet they were being paid much less than the regular employees of their categories. They were shown by the management as employees of one M/s. B. S. Dhankar & Co. (Contractor). They continuously discharged their duties. They sought regularization of their services with the management and got a legal notice served on them through the Union on 12-09-2005. It irked the management and their services were terminated w.e.f. 20-9-2005. Action of the management in not regularising and terminating their services is illegal, bad, unjust and malafide. Claimants, as detailed above, have rendered continuous service of more than 240 days in a calendar year and their termination without notice or pay in lieu thereof is violative of the provisions of the Industrial Disputes Act, 1947 (in short the Act). Retrenchment compensation as contemplated by the provisions of Section 25-F of the Act was also not paid. Provisions of Section 25-G and 25-H were also violated. Their wages from 1-9-2005 to 20-9-2005 were also not paid. A claim has been made that the aforesaid claimants may be reinstated in services of the management with continuity and full back wages and management may be commanded to regularize their services with retrospective dates of their joining the services.

4. Claim was demurred pleading that they were never employed by the management, hence question of regularization of their service (s) does not arise at all. It has been projected that as per their own admission, they were employees of the contractor. When the claimants were employees of the contractor, their assertion that lesser wages were paid to them by the management is unfounded. It does not lie in the mouth of the claimants to assert that their services were terminated by the management which action is violative of the provisions of Section 25-F, 25-G and 25-H of the Act. Since they were never engaged by the management, their claim is liable to be dismissed.

5. Sunil Kumar (WW1), Sanjay Kumar (WW2), Rajesh (WW3), Subhash Kumar (WW4), Madan (WW5), Naresh (WW6), Raju (WW7), Shri Sumit (WW8), Shri

Rajinder (WW9), Shri Veer Pal (WW10) and Mukesh (WW11) were examined to substantiate the claim. Dr. Sunil Kumar, Estate Manager, was examined on behalf of the Management. No other witness was examined by either of the parties.

6. Arguments were heard at the Bar. Shri Mohd. Farrukh, authorised representative, advanced arguments on behalf of the claimants. Shri Sanjeev Yadav, authorised representative, raised his submissions on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :

7. Shri Sunil Kumar unfolds in his testimony that he was working as safai karamchhari with the management since 1st of October, 97. He was getting a sum of Rs. 2100 PM as his wages. He served the management continuously upto 20-9-2005. Since he raised a demand to enhance his wages as well as for regularization of his job, it irked the management. His services were terminated. No notice or pay in lieu thereof was given to him at the time of termination of his service. No termination order was given to him. No compensation was paid to him. His wages for 20 days were not paid. Many persons were employed as safai Karamchhari with the management. No seniority list was displayed. He used to mark his attendance in a register, photo copy of which are Ex.WW1/2 to Ex.WW1/38. Notice of demand was got served on the management, copy of which is Ex.WW1/1. While releasing his pay for August, 2004 his signatures were obtained on a scroll, copy of which is Ex.WW1/39. He filed a claim before the Conciliation Officer, copy of which is Ex.WW1/40. During the course of his cross examination, he projects that Allahabux, Subedar, asked a few questions and appointed him in service. According to him it was Allahabux, Subedar, who used to supervise his work. Shri D.P. Singh, Estate Manager, used to assign job to him. Allahabux also used to assign job to him almost daily. His wages were being paid by Allahabux. He denied that he was engaged by contractor, namely, M/s. Sai Kripa Enterprises. He feigned ignorance that contract of M/s. Sai Kripa Enterprises came to an end on 20-9-2005.

8. Sanjay Kumar swears in his affidavit Ex.WW2/A that he joined services with the management on 12-10-96. He was paid his wages at Rs. 2100 PM. He sought regularization of his service. He got notice of demand dated 12-2-2005 served. On receipt of that notice his services were dispensed with on 20-9-2005, without payment of notice pay and retrenchment compensation. During the course of his cross examination he presents that Vineet took him to D. P. Singh Estate Manager, who appointed him. He admits that contents of card Ex.WW2/I specify that he was employee of B.S. Dhankar.

9. Shri Rajesh swears identical facts in his Affidavit Ex.WW3/A. He project that he joined as Safai Karamchari with the management on 1-3-2002 and his services were terminated on 20-9-2005. During the course of his cross examination, he asserts that D. P. Singh used to supervise his work. Shri Allahabux, Subedar, used to pay wages to him. He admits that identity card like Ex.WW2/I was issued to him. However, he disputes that he was an employee of a Contractor.

10. Shri Subhash swears in his affidavit Ex.WW4/A that he joined services of the management on 8-11-97. He was paid wages @ Rs. 2100 PM. His services were dispensed with on 20-9-2005, without payment of notice pay and retrenchment compensation. He presents, during the course of his cross examination, that he was appointed by Shri D. P. Singh., Estate Manager. According to him Allahabux used to assign job to him. He admits that his name is mentioned as Chotu S/o Shri Ram Lal in temporary pass Ex.WW4/M1. His salary was paid to him by Allahabux, projects the witness.

11. Madan Lal swears facts in his affidavit Ex.WW5/A in the same vein. He unfolds that he joined services of the management on 12-11-97 as a Safai Karamchari. His wages were Rs. 2400 PM. When notice of demand was served on the management for regularization of his services, his services were terminated on 20-9-2005. No notice or pay in lieu thereof and retrenchment compensation was paid to him. During the course of his cross examination, he claims to have worked under supervision of Allahabux. Shri Allahabux used to pay his wages. He disputes that he was an employee of the Contractor.

12. Shri Naresh swears in his affidavit Ex.WW6/A that he joined services with the management on 2-5-05 as a Safai Karamchari. he was paid a sum of Rs. 2100 PM as his wages. He sought regularization of his services, by way of a legal notice dated 12-9-2005. Instead of meeting his demand, his services were terminated on 20-9-2005. No notice or pay in lieu thereof was given to him. Retrenchment compensation was also not paid to him. During the course of his cross examination, he details that he worked under

supervision of Allahabux and D. P. Singh, Estate Manager. His wages were being paid by Allahabux. Identity Card like Ex.WW2/I was issued to him. He denied that his wages were paid to him by the contractor.

13. Shri Raju unfolds in his affidavit Ex.WW7/A that he joined services with the management on 12-10-96 as Safai Karamchari. His wages were Rs. 2400 PM. Since he got a legal notice dated 12-9-2005 served on the management for regularization of his services, his services were terminated on 20-9-2005. No notice or pay in lieu thereof and retrenchment compensation was paid to him. When his testimony was purified by an ordeal of cross examination he announced that he was working under supervision of Shri D.P. Singh, the Estate Manager. According to him, his wages were paid by Allahabux. He disputes that he was an employee of the contractor.

14. Shri Sumit Kumar highlights in his affidavit Ex.WW8/A that he joined services with the management as Safai Karamchari on 1-3-94. His wages were Rs.2100 PM. He got a legal notice served on the management for regularization of his services. Instead of considering his genuine demand, his services were terminated on 20-9-2005. No notice or pay in lieu thereof was given to him. Retrenchment compensation was also not paid to him. When his testimony was purified by an ordeal of cross examination, he testified that Allahabux, Supervisor, employed him. According to him, his salary was being paid by Allahabux. He denied that he was an employee of the contractor.

15. Shri Rajinder swears in his affidavit Ex.WW9/A that he joined services with the management on 7-7-99. His wages were Rs. 2100 PM. When a notice of demand was sent on his behalf for regularization of his services, his services were dispensed with on 20-9-2005 in an illegal manner. No notice or pay in lieu thereof and retrenchment compensation was paid to him. When he was grilled, he projects that he worked under supervision of Shri Allahabux. His wages were paid by Shri D. P. Singh. He never signed any voucher or register in that regard. He denied that he was an employee of the contractor.

16. Shri Veer Pal projects that he joined services with the management on 3-2-94 as a Safai Kaaramchari. He was paid his wages @ Rs. 2100 PM. He proves his temporary pass Ex.WW10/2, besides experience certificate Ex.WW10/1. His services were dispensed with w.e.f. 20-9-2005 in an illegal manner. However, during the course of cross examination, he projects that Allahabux employed him for the job of sweeper. He approached Allahabux at the instance of Rakesh, his neighbour. Allahabux used to assign him job. He disputes that he was an employee of the contractor.

17. Mukesh asserts that he was appointed as Safai Karamchari in 1996. He used to get Rs. 2400 PM as his wages. His services were terminated on 20-9-2005. During the course of his cross-examination, he highlights that Shri D. P. Singh, Estate Manager, employed him. Shri Allahabux used to assign job to him. He disputes that he was an employee of the contractor,

18. Dr. Sunil Kumar, Estate Manager, projects that the management out sources scavenging services. Ex.MW1/1 to Ex.MW1/11 are copies of contracts awarded to various contractors from 2001 till date. Management does not employ casual employees. Claimants were never employed by the Estate Management Unit. Certificates Ex.WW4/1, Ex.WW8/1 and Ex.WW9/1 were issued by the Chief Engineer, Military engineering Services, who does not have any relation with Estate Management Unit. Security passes Ex.WW2/1, Ex.WW3/1, Ex.WW4/M1, Ex.WW8/M1, Ex.WW10/2 and Ex.WW11/1 were issued by Chief Engineer Military engineering Services and a few of them were issued by the office of the management through the contractor. Security pass register is being maintained by the management, extract of which are Ex.MW1/14. Gate entry register is maintained, extract of which is Ex.MW1/15. Ex.MW1/16 to Ex.MW1/21 are records relating to postings and transfer of various Estate Managers. Ex.MW1/22 to Ex.MW1/31 are records relating to postings and transfers of various junior commissioned officers. Ex.MW1/33 to Ex.MW1/35 are copies of attendance register of regular employees of the management. A small Office of Military engineering Service is located in D. R. D. O. Complex. Ex.MW1/37 to Ex.MW1/42 are copies of bills submitted by the contractors. Ex.MW1/43 and Ex.MW1/44 are notices issued to Sai Kripa Enterprises and Ex.MW1/45 is letter of termination issued to the contractor, namely, M/s Sai Kripa Enterprises. Sai Kripa Enterprises was the contractor for providing conservancy services to the management in 2001. The said contractor was not a licensee under the Contract Labour (regulation and Abolition) Act, 1970 (in short the contract Labour Act), since he was having less number of workmen than required under the said Act. He denied that the claimants were employed by the management.

19. When facts pleaded by rival parties are scanned, it came to light that the claimants project that they were shown employee of B. S. Dhankar & Co. However, they assert that they joined services with the management. When facts are closely perused, various inherent infirmities/inferences emerge out of the depositions of the claimants. Ex.MW1/16 projects details of Estate Managers and their tenures. Ex.MW1/22 gives details of Junior commissioned officers, who were posted with the management and their period of posting. These two documents remained uncontroverted. Out of Ex.MW1/16 it emerge that D. P. Singh served the management from 17-1-2003 to 5-6-2009.

Shri Allahabux. Subedar, remained posted with the management from 6-10-2002 till 23-2-2005. Names of these two officers are projected by the claimants as the persons who appointed, supervised, assigned jobs to them and paid their wages. Therefore, it becomes expedient to ascertain veracity of facts testified by the claimants by way of reconciliation of details of postings of Shri D. P. Singh and Allahabux. Subedar, besides the period for which they served the management. Sunil Kumar claims to have joined services with the management on 1-10-97. He projects that he was appointed by Allahabux Subedar. As pointed out above Allahabux joined the management on 6-10-2002 and served there till 23-2-2005. Fallacy of testimony of Sunil Kumar emerge, since on 1-10-97 Allahabux was not there with the management. Hence, he was not in position to appoint Sunil Kumar on 1-10-97. Therefore, it is obvious that claim projected by Sunil Kumar that he was appointed by Allahabux on 1-10-97 is false.

20. Sanjay Kumar projects that he joined services with the management on 12-10-96. According to him he was appointed by D. P. Singh. Dr. D. P. Singh worked as Estate Manager with the management from 17-1-03 to 5-6-2009. That fact gives a blow to testimony of Sanjay Kumar, who claims to have been appointed by Shri D. P. Singh. Obviously Sanjay Kumar projects false facts in that regard. His claim that he was appointed by Shri D. P. Singh is unfounded.

21. Shri Rajesh claims to have joined services with the management on 1-3-2002. He presents that his work was supervised by Shri D. P. Singh. In March, 2002 Dr. D. P. Singh was not there in the management. No question of supervision of his work in the year 2002 by Shri D. P. Singh arises. He agitate that Allahabux used to pay his wages, who joined on 6th of October, 2002. A bald claim has been made by Shri Rajesh to the effect that his wages were paid by Allahabux, he failed to bring even a single voucher on record, which may substantiate his claim that his wages were paid by Allahabux. Obviously facts unfolded by Rajesh are further from truth.

22. Subhash also presents false facts in his testimony. He claims to have joined services with the management on 8-11-97, on being appointed by Shri D. P. Singh, Estate Manager. As projected above, Dr. D. P. Singh was posted with the management on 17-1-2003. It is obvious that in November, 97 Dr. D. P. Singh was not in a position to appoint Shri Subhash. His testimony is also found fallacious, when he deposed that Allahabux used to assign job to him. Allahabux joined the management on 6th of October, 2002. In such a situation on 1-9-97 Allahabux was not in a position to assign jobs to Subhash. It is evident that claimant Subhash came to know names of Dr. D. P. Singh and Allahabux, while working as an employee of the contractor. With a view to substantiate facts. He gave their

names as persons who appointed and assigned him jobs respectively.

23. Madan Lal swears false facts, when he deposed that Allahabux used to pay his wages. In November, 97 Allahabux was not there in the service of the management. Hence neither he was in a position to supervise work of Madan Lal nor to release his wages. These facts bring it over the record that events detailed by Madan Lal are also further from truth. There is no substance in his testimony to the effect that he was ever engaged by the management.

24. Naresh claims to have worked under supervision of Dr. D. P. Singh and Allahabux, Subedar. According to him, he joined services with the management for the first time on 2nd of May, 2005. Allahabux, Subedar was not posted with the management after 23-2-20005. How he could supervise work of Shri Naresh, is a Mystery. In May, 2005 Allahabux was not in a position to supervise work of Naresh and release his wages. Consequently testimony of Naresh is also found to be unworthy of credence.

25. Raju claims to have joined service of the management in October, 96. he presents that his work was supervised by Shri D. P. Singh and wages were released by Allahabux. Upto year 2003 Shri D. P. Singh was not there in the service of the management. Allahabux joined the management in October 2002. Therefore, assertion of Raju are found in contradiction to the principle of veracity. One cannot announce that Raju was engaged by aforesaid officers of the management.

26. Sumit claims to have been employed by Allahabux on 1-3-94. His testimony also falls within the cob-web of dishonesty. No reliance can be placed on facts unfolded by him. He could not project that at any point of time he was directly engaged by the management in its service. Rajinder also claim to have been supervised by Allahabux and D. P. Singh when he joined his service in July, 1999. Veerpal claims to have been appointed by Allahabux in February, 94. Mukesh projects that Allahabux used to supervise his work in 1996. All these witnesses deposed in self serving manner. None of them have any regard for veracity and truth. No reliance can be placed on their depositions to conclude that they were ever employed by the management. Even otherwise it has been pleaded by them in their claim statement that they were shown employee (s) of a contractor. Therefore, it is evident that their case is based on proposition that they were engaged by the management through a contractor. They failed to establish that contractor was marginalised at any point of time and management opted to establish direct relationship of employer and employee between them.

27. Ocular facts, detailed by the claimants, nowhere go to show that relationship of employer and employee was ever established by the management. Certain documents were relied to show that there existed

relationship of employer and employee between the claimants and the management. Now those documents are to be scanned to ascertain whether the claimants succeeded in their mission. Ex.WW1/1 is a notice of demand which nowhere points out existence of such a relationship. In this document claimants project their assertions, which are not substantiated by any circumstance, direct or otherwise. Ex.WW1/2 to Ex.WW1/38 are photo copies of attendance register. On perusal of this record I could not draw any inference to this effect that this attendance register was ever prepared by the management to record events relating to attendance of the claimants. Scroll Ex.WW1/39 cannot be connected with the management. Claim statement Ex.WW1/40 was filed before the Conciliation Officer. This document cannot project claim, put forward by the claimants. Ex.WW4/1, Ex.WW8/1, Ex.WW9/1, are certificates issued by Chief Engineer, Military engineering Services, who does not have any nexus with the management. Security passes Ex.WW1/1, Ex.WW3/1, Ex.WW4/M1, Ex.WW8/M1, Ex.WW10/2 and Ex.WW11/1 were either issued by Chief Engineer, Military Engineering Services, or by the Management through the contractor. Therefore, these documents are also of no avail to the claimants. Considering all these facts, I am constrained to conclude that documentary evidence, brought over the record by the claimants, no where go to espouse their cause. It cannot be concluded that claimants were ever engaged by the management for providing conservancy services. Claimants has not been able to establish relationship of employer and employee between them on one hand and the management on the other.

28. At the cost of repetition, it is said that the claimants project a case that they were shown by the management as employees of one Shri B. S. Dhankar & Company (contractor). This admission of fact, made by the claimants, in their claim statement, goes to substantiate the case of the management to the effect that the claimants were engaged by the contractor. Question, which needs consideration, is as to whether a contract labour can maintain a case for getting himself declared as an employee of the principle employer? For an answer to this proposition, the Tribunal had to take note of the law contained in Section 10 of the Contract Labour Act, which makes provisions for prohibition of employment of contract labour. For sake of convenience provisions of Section 10 of the Contract Labour Act are reproduced thus :-

(1) Notwithstanding anything contained in this Act, the appropriate Government may, after consultation with the Central Board or, as the case may be, a State Board, prohibit, by notification in the Official Gazette, employment of contract labour in any process, operation or other work in any establishment.

(2) Before issuing any notification under sub-section (1) in relation to an establishment, the appropriate

Government shall have regard to the conditions of work and benefits provided for the contract labour in that establishment and other relevant factors, such as —

(a) whether the process, operation or other work is incidental to, or necessary for the industry, trade business, manufacture or occupation that is carried on in the establishment,

(b) whether it is of perennial nature, that is to say, it is of sufficient duration having regard to the nature of industry, trade business, manufacture or occupation carried on in that establishment ;

(c) whether it is done ordinarily through regular workmen in that establishment or an establishment similar thereto;

(d) whether it is sufficient to employ considerable number of whole time workmen.

Explanation - If a question arises whether any process or operation or other work is of perennial nature, the decision of the appropriate Government thereon shall be final.

29. As emerge out of the provisions of sub-section (1) of Section 10 of the Contract Labour Act, the appropriate Government may, by notification in the Official Gazette, prohibit employment of contract labour in any process, operation or other work in any establishment. When employment of contract labour is prohibited, by issuance of a notification in Official Gazette by the appropriate Government, what would be the status of the contract labour employed in the establishment. Such a question arose before the Apex Court in the precedent in Steel Authority of India Limited [2001(7) S.C. C.I]. The Apex Court ruled therein that neither Section 10 of the Contract Labour Act, nor any other provision in that Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It was further ruled therein that in *Saraspur Mills case* [1974 (3) SCC 66], the workman engaged for working in the canteen run by the Cooperative Society for the appellant were the employees of the appellant mills. In *Basti Sugar Mills* (AIR 1964 S. C. 355) a canteen was run in the factory by the Cooperative Society and as such the workers working in the canteen were held to be employees of the establishment. The Apex Court ruled that these cases fall in class (3) mentioned above. Judgment in *Hussain Bhai* (supra) was considered by the Apex Court in the said precedent and it

was ruled therein that the said precedent falls in class (2), referred above. The Apex Court concluded that on issuance of prohibitive notification under Section 10 of the Contract Labour Act, prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by the contract labour in regard to conditions of service, the Industrial Adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislation so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned, subject to the conditions as may be specified by it for that purpose.

30. As announced by the Apex Court, on issuance of a prohibitive notification, prohibiting employment of contract labour, in any industrial dispute brought before it by the contract labour in regard to conditions of his service, the industrial adjudicator will have to consider the question whether the contract has been interposed either on the ground of having undertaken to produce any given result in the establishment or for supply of the contract labour for the work of the establishment under a general contract or it is a mere ruse/camouflage to evade compliance of beneficial legislation so as to deprive the workers of the benefits therein. Thus the Apex Court announced that a contract labour can raise a dispute before the industrial adjudicator in regard to his conditions of service and in case the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer. The law laid by the Apex Court makes it clear that a contract labour can maintain an industrial dispute against the principal employer, in regard to his service conditions and genuineness of the contract, awarded to a contractor. The contractor may be a formal party but not a necessary party. Therefore, a contract labour can raise an industrial dispute against the principal employer for getting the contract declared as sham or bogus. Consequently it cannot be said that a contract labour cannot maintain an industrial dispute against the principal employer, without impleading the contractor as a party.

31. Claimants project that they were working as safai karamcharies since long. Management asserts that conservancy services were outsourced and the claimants were engaged by the contractor. According to the claimants sweeping and dusting job still exist with the management.

It has been agitated on their behalf that the job performed by the claimants was of perennial in nature and still exists. Shri Yadav nowhere disputes the proposition that conservancy services would be needed by the management in future also. Therefore, it is emerging over the record that conservancy services work is of sufficient duration. Quantum of work available with the management is of perennial basis, since it cannot be said that conservancy services would not be required by the management hereinafter.

32. Two requirements, for determination whether the contract labour should be continued or not are (1) nature of work operated upon by the contractor labour must be of perennial nature, that is, to say it must be sufficiently of long duration, and (2) it must be incidental to or necessary for the industry. As projected by the claimants, the management needs conservancy services for whole of the year. The management works for whole of the year and it cannot be said that it operates for a particular season. Hence it would be absurd to say that conservancy services are seasonal or not of sufficient duration. The work performed by the claimants exists for sufficiently long duration and of perennial nature. Whether that proposition would persuade this Tribunal to conclude that the claimants were employees of the management? Under what circumstances a contract labour can be declared to be an employee of the principal employer was a proposition before the Apex Court in *Steel Authority of India Ltd. (supra)*. It was laid therein that "the contract labours fall in three classes viz. (1) where contract labour is engaged in or in connection with the work of an establishment and employment of contract labour is prohibited either because the industrial adjudicator/court ordered abolition of contract labour or because the appropriate Government issued notification under Section 10 (1) of the Contract Labour Act, no automatic absorption of contract labour working in the establishment can be ordered, (2) where contract was found to be a sham and nominal, rather a camouflage, in which case contract labour working in the establishment of the principal employer would be held, and in fact and reality to be the employees of the principal employer himself. Indeed such cases do not relate to the abolition of contract labour but present instances wherein the court pierce the veil and declare the correct position and as a fact at the stage after the employment, employment of contract labour stood prohibited, (3) wherein discharge of statutory obligation of maintaining a canteen in an establishment the principal employer availed services of the contractor, in which situations the courts have held that the contract labour would indeed be employees of the principal employer".

33. It is not the case of the claimants that the appropriate Government had prohibited employment of

contract labour in the establishment of the management for conservancy services, by issuance of a notification under sub-section (1) of Section 10 of the Contract Labour Act. They tried to assert that they were engaged by the management directly and shown as employees of a contractor. Out of facts unfolded by the claimants, in their depositions, it came to light that they harp on a proposition that they were engaged directly by the management. The case, which was set up by the claimants in the claim statement, was discarded by them, during the course of adjudication. When they gave a go bye to the stand that they were shown as an employee of the contractor, evidently they took a somersault and asserted that they were engaged directly by the management. Issue of contract being sham and nominal, rather a camouflage was denounced by them. No option was left with this Tribunal to consider as to whether contract between the management and the contractor was sham, nominal or camouflage and to declare the claimants to be the employees of the management. Dwindling stand of the claimants left them neither here nor there, when they could not establish relationship of employer and employee between them on one hand and the management on the other.

34. When claimants discard the case of their engagement by the contractor, in that situation mere existence of conservancy services job for sufficient duration would not persuade this Tribunal to take up an exercise to declare the contract between the management and the contractor as sham, nominal, rather a camouflage. On the other hand, the management placed copies of contracts awarded to various contractors from 2001 till date and proved it as Ex. MW1/1 to Ex. MW1/11. On examination of these documents it emerge over the record that the management awarded conservancy services to the contractors and it were the contractors who were to provide services through their employees. The contractors exercised not only physical control and supervision but financial as well as administrative control over its employees. The contractor never worked as an agent of the management nor he was interposed with a view to deprive the claimants their legal rights. Consequently, it cannot be concluded that the contract, so awarded to the contractor, was nominal, sham, bogus or mere camouflage. Therefore, facts brought over the record make the Tribunal to conclude that the contract awarded to the contractor can not be declared as sham, bogus, nominal or a mere camouflage.

35. The claimants agitated that the contractor was not having any licence under the Contract Labour Act. Though that proposition has been made redundant by the claimants, yet it does not give them any accolade. Factum of non obtaining licence for supply of manpower would not result into proposition that the claimants become

employees of the management. Admittedly neither principal employer was registered nor the contractor had obtained any license under the provisions of the Contract Labour Act. What consequences would ensue, in case those provisions are not complied with by the principal employer as well as the contractor. The Apex Court was confronted with such a proposition in *Dina Nath and Others* (1992 Lab. I.C. 75), where it was ruled that the only consequences of non compliance of the provisions of Section 7 of the Contract Labour Act by the principal employer or provisions of Section 12 by the contractor is that they are liable for prosecution under the Act. But the employees employed through the contractor cannot be deemed to be the employees of the principal employer. Contract Labour Act does not provide for total abolition of the contract labour but provides for abolition by the appropriate Government in appropriate cases under section 10 of the said Act. The question of abolition of employment of contract labour in any process, operation or in any other work is a matter for the decision of the Government and not of the Courts. It was mandated therein that the Court would not issue a *mendamus* under Article 226 of the Constitution for deeming the contract labour as having become an employee of the principal employer merely because he or the contractor had violated the provisions of the said Act. In view of the law laid above, it is evident that mere non compliance of the provisions of Section 7 of 12 of the Contract Labour Act by the principal employer or the contractor respectively, it cannot be said that the claimants became employees of the management.

36. In view of the facts detailed above, it is evident that the claimants being employees of the contractor have no right to seek their reinstatement in the services of the management. They cannot agitate that action of the contractor in terminating their services may be declared null and void and they may be reinstated in the services of the management. When claimants are employees of the contractor, in that situation appropriate Government would not be the Central Government. My reasons for such an observations are as under :

37. In relation to any industrial dispute concerning an industrial undertaking or establishment enumerated in clause (a) (i) of Section 2 of the Act, the Central Government is the appropriate Government. For the sake of convenience provisions of clause (a) (i) of Section 2 of the Act are extracted thus :

“(a) appropriate Government” means—

(i) in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government or by a railway company or concerning any such controlled industry as may be specified in this behalf by the Central Government or in relation to an

industrial dispute concerning a Dock Labour Board established under Section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), or the Industrial Finance Corporation of India Limited formed and registered under the Companies Act, 1956 (1 of 1956) or the Employees' State Insurance Corporation established under Section 3 of the Employees' State Insurance Act, 1948 (34 of 1948), or the Board of Trustees constituted under Section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), or the Central Board of Trustees and the State Boards of Trustees constituted under Section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), or the Central Board of Trustees and the State Boards of Trustees constituted under Section 5A and Section 5B, respectively, of the Employees' Provident Fund and Miscellaneous Provisions Act, of 1952, (19 of 1952), or the Life Insurance Corporation of India established under Section 3 of the Life Insurance Corporation Act, 1956 (31 of 1956) or the Oil and Natural Gas Corporation Limited registered under the Companies Act, 1956 (1 of 1956), or the Deposit Insurance and Credit Guarantee Corporation established under section 3 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), or the Central Warehousing Corporation established under Section 3 of the Warehousing Corporations Act, 1962 (58 of 1962), or the Unit Trust of India established under Section 3 of the Unit Trust of India Act, 1963 (52 of 1963), or the Food Corporation of India established under Section 3, or a Board of Management established for two or more contiguous States under Section 16 of the Food Corporations Act, 1964 (37 of 1964), or the Airports Authority of India constituted under Section 3 of the Airports Authority of India Act, 1994 (55 of 1994), or a Regional Rural Bank established under Section 3 of Regional Rural Banks Act, 1976 (21 of 1976), or the Export Credit and Guarantee Corporation Limited or the Industrial Reconstruction Bank of India Limited, the National Housing Bank established under Section 3 of the National Housing Bank Act, 1987 (53 of 1987) or an air transport service, or a banking or an insurance company, a mine, an oil field, a Cantonment Board, or a major port, the Central Government and (ii) in relation to any other industrial dispute, the State Government;”

38. Who shall be the appropriate Government for the present dispute? Answer has been provided in clause (a) (ii) of Section 2 of the Act, which contemplates that in relation to any other industrial dispute the State Government is the appropriate Government. However, this Tribunal is not oblivious of the proposition that Union Territory of Delhi enjoins a special status under the Constitution. Delhi is a Union Territory having some special provisions with respect to its administration. Article 239 of the Constitution speaks that every Union Territory shall be administered by the President acting, to such extent as

he thinks fit, through an administrator to be appointed by him with such designation as he may specify. Article 239 AA makes special provisions with respect to Delhi, detailing therein that the Union Territory of Delhi shall be called the National Capital Territory of Delhi and the administrator thereof appointed in Article 239 shall be designated as the Lieutenant Governor. There shall be Legislative Assembly, and provisions of Article 324 to 327 and 329 shall apply in relation the Legislative Assembly of the National Capital Territory of Delhi as they apply in relation to a State. The Legislative Assembly shall have power to make laws for the whole or any part of the National Capital Territory with respect to the matters enumerated in the State List or the Concurrent List except the matters with respect to entries 1, 2 and 18 of the State List and entries 64, 65 and 66 of that list, in so far as they relate to the said entries 1, 2 and 18. The Council of Ministers shall be headed by the Chief Minister to aid and advise the Lt. Governor in exercise of his functions in relation of the matters with respect to which the Legislative Assembly has power to make laws. In case of difference of opinion between Lt. Governor and his ministers on any matter, the Lt. Governor shall refer it to the President for decision and act according to the decision given thereon by the President and pending such decision the Lt. Governor is competent to take action in urgent matters. The Chief Minister shall be appointed by the President and Ministers shall be appointed by the President on the advice of the Chief Minister. Therefore, it is evident that through a Legislative Assembly is therein National Capital Territory of Delhi, yet it is a Union Territory administered by the President through the Administrator appointed by him. In case of difference of opinion between the Administrator and the Ministers, it is the decision of the President that prevails. Consequently the State Government merges with the Centre when Lt. Governor Administer the Union Territory or in case of difference of opinion the President decides the issue.

39. State Government has been defined in clause (60) of Section 3 of the General Clauses Act, 1897, in respect of anything done or to be done after commencement of the Constitution (7th Amendment) Act, 1956 in a case of State, the Governor and in a Union Territory, the Central Government. Therefore, it is evident that for a Union Territory, no distinction has been made between the State and the Central Government. The President administers the Union Territory, through an Administrator appointed by him. In case of National Capital Territory of Delhi, it is being administered by the President through the Lieutenant Governor. Though there is a Legislative Assembly and Council of Ministers, yet in case of difference of opinion between the Lieutenant Governor and Council of

Ministers, the decision of the President shall prevail, which fact make it clear that for the purpose of administration of the union territory, the Central and the State Government merges over certain matter.

40. High Court of Delhi was confronted with such a proposition in *M. K. Jain* (1981 Lab. I.C.62) wherein it was laid as follows :

"The award was sought to be voided, inter alia, on the ground that by virtue of the constitution and composition of the Corporation, Central Government was the only authority competent to make a reference of the dispute to the Industrial Court and that the reference by the Lieutenant Governor of Delhi was, therefore, in excess of powers. Even otherwise no exception could be taken to the order of reference, even if it be assumed that Central Government was the appropriate Government, in as much as the distinction between the Central and the State Government in relation to the Union Territory in our constitutional framework is rendered illusory. Union Territory is administered by the President of India under Article 239 of the Constitution of India, acting to such extent as he thinks fit. Therefore the Administrator, to be appointed by him, in the case of Union Territory, there is an amalgamation of the constitutional classification of legislative and executive powers between the Centre and the States. According to Section 3(60) of the General Clauses Act, the "Central Government" in relation to the administration of Union Territory means the Administrator acting within the scope of authority given to him under article 239 of the Constitution of India and in terms of Section 3(60) of the General Clauses Act, "State Government" as respects anything done or to be done in the Union Territory means the Central Government. In the case of Union Territory, therefore, the Central and State Governments merge and it is immaterial whether an order of reference is made by one or the other. This contention must, therefore, fail".

41. Again in *Mahavir* [97 (2002) DLT 922] the High Court was confronted with the same proposition. Relying the precedent in *M. K. Jain* (supra) with profit it was ruled that reference made by the Government of NCT of Delhi was not bad despite the fact that appropriate Government was the Central Government. Difference of State Government and Central Government goes to the brink of abolition when State Government has been defined as the Central Government by clause (60) of Section 3 of the General Clauses Act and Delhi is being administered by the President through the Administrator appointed by him. Therefore, the aforesaid precedents make it clear that a status of Union Territory of Delhi can be termed as Central Government in certain matters.

42. Whether the Central Government can be termed as State Government for any purpose? Article 53 of the Constitution provides that the executive power of the Union shall vest in the President and shall be exercised by him either directly or through officers subordinate to him in accordance with the Constitution. Article 73 defines extent of executive power of the Centre, that is, on matters which shall be controlled and administered by the Central executive. It has been detailed therein that the executive power of the Union shall extend — (a) to the matters with respect to which Parliament has power to make laws and (b) to the exercise of such rights, authority and jurisdiction as are exercisable by the Government of India by virtue of any treaty or agreement. The extent of the State's executive power is set out in Article 161 of the Constitution. Administrative relations between the union and the states is to be dealt in accordance with the provisions of Article 256, 257, 258, 258A, 260 and 261 of the Constitution. Article 258A was added by 7th Amendment Act 1956 to make a matching provision to clause (1) of Article 258 of the Constitution. While exercising powers contained in clause (1) of Article 258, the President is empowered to entrust union functions to a State Government or its officers. There was no provisions enabling the Governor of a State to entrust state functions to the Central Government or its officers. That lacuna was found to be of practicable difficulty and provisions of Article 258A were inserted in the Constitution. Thus it is evident that arena of union executive powers and the state executive powers are well defined.

43. Clause (8) of Section 3 of the General Clauses Act defines the Central Government in relation to administration of Union Territory, "the Administrator thereof acting within the scope of authority given to him under Article 239 of the Constitution". Therefore, it is evident that Administrator of Government of N.C.T. Delhi has been defined to mean as Central Government to administer the Union Territory of Delhi. Hence for the limited purposes, provided in the Constitution executive functions of the Central Government can be entrusted to Government of a State or its Officers. The Central Government would not be termed as the State Government, when those functions are being executed by the State Government or its officers. So executive power of the Union can be exercised, in certain matters by the State Government or its officers but in that situation too the Central Government would not be termed as the State Government. The special provisions referred above would not make the reference, made by the Central Government as the reference made by Government of N.C.T. of Delhi.

44. There is other facet of the coin. This Tribunal was constituted vide notification No.A-11 020/33/75-CL T dated 30-9-76. It was provided in the notification that the Tribunal has been constituted under the powers provided in sub-section (1) of sub section (2) of Section 7-A of the Act, with its headquarter at New Delhi. Another notification was issued on that very date empowering the Tribunal to adjudicate applications moved in sub-section (2) of Section 33-C of the Act, in relation to the workman employed in any 'industry' in the Union Territory of Delhi, in respect of which the Central Government is the appropriate Government. Therefore, the Tribunal has been empowered to adjudicate industrial disputes, in respect of which Central Government is the appropriate Government. As pointed out above, the appropriate Government in this case is the State Government. Under these circumstances this Tribunal cannot entertain the dispute for adjudication, in respect of termination of services of the claimants by the contractor, for that dispute the appropriate Government is the State Government.

45. In view of the reasons detailed above, claimants are not entitled to any relief. Their claim is liable to be rejected, hence it is rejected. An award is accordingly passed. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Date: 29-9-2010.

नई दिल्ली, 3 नवम्बर, 2010

का.आ.2940.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एफ.सी. आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या 33/ 2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-11-2010 को प्राप्त हुआ था।

[सं. एल-22012/164/1994-आई आर (सी II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 3rd November, 2010

S.O. 2940.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 33/ 2001) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 03-11-2010.

[No. L-22012/164/1994-IR (C-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

Before Shri J.P. Chand, Presiding Officer,
CGIT-Cum-Labour Court, Nagpur

Case No. CGIT/NGP/33/2001

Date: 25-10-2010

Petitioner/
Party No. 1 : The Secretary,
F. C.I. Employees Association,
C/o F. C. I. Ajni,
Nagpur-440 015.

V/s.

Respondent/
Party No 2 : The District Manager,
Food Corporation of India,
Ajni, Nagpur

AWARD

(Dated : 25th October, 2010)

The Central Government in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short) has referred the industrial dispute between the employers, in relation to the management of Food Corporation of India, Ajni, Nagpur and their workmen, to the Central Government Industrial Tribunal, Jabalpur, as per letter No.L-22012/164/94-IR (C-II) dated 15-9-94, with the following schedule :-

"Whether the action of the management of FCI, Nagpur in not implementing the Memorandum of Settlement dated 3-9-1991 till date is justified? If not, to what reliefs are the workmen entitled to?"

Subsequently, the reference was transferred to this Tribunal for adjudication.

2. Being noticed, Food Corporation of India Employees' Association through its Secretary (henceforth referred to as the workmen) filed the statement of claim. Likewise, the management of F. C. I., Ajni, Nagpur filed their written statement.

3. The case of the workmen is that the Secretary of their union had raised an industrial dispute with the Asstt. Labour Commissioner (Central), ("A.L.C." in short), Nagpur on 4-7-91 and after discussion for negotiation before the A.L.C. on 6-8-91, a final amicable settlement was arrived at by the parties and on 3-9-91, a memorandum of settlement was signed by the parties in the prescribed form as prescribed under Section 12(3) of the Act, before the Conciliation Officer and the same was signed by Smt. S. Nagrajan, Asstt. Manager (Admn.), F.C.I., Nagpur, who was the representative of the management, the Zonal Secretary of their Association, the A.L.C. and other witnesses and as the settlement is legal and valid in all respect, it should be implemented in toto by the management. The workmen pray for a direction to the

management for implementation of the memorandum of settlement dated 3-9-91 and for making payment of synchronization allowance to the workmen with 18% interest w.e.f. 16-8-91

4. In their written statement, the management resisted the claim of the workmen both on the point of law and on facts, pleadings inter-alia that the Central Government before making reference of the present industrial dispute for adjudication to the Tribunal, did not give the management any opportunity of hearing on the question of the legality and validity of the memorandum of settlement dated 3-9-91, which was obligatory under law and as such the reference should not be adjudicated. It is further pleaded that consequent upon transfer of two AG I(D) and six AG III (D) from Ajni depot to Wardha depot by the F.C.I. the workmen approached the A.L.C., Nagpur vide their letter dated 26-5-93 mentioning therein about their grievances with regard to the transfer of the staff from Ajni to Wardha depot, implementation of the memorandum of settlement dated 3-9-91, posting of staffs of ail cadres under District Office, Nagpur as per norms and sanction of additional staff for departmentalisation of Labour / procurement work and other works and also gave a notice to go on indefinite strike from 12-7-93, indicating the above mentioned four charter of demands and the A.L.C., Nagpur on the very same day, issued a letter to the District Manager F.C.I., Nagpur informing the matter to have been fixed on 7-6-93 at 11.30 A.M. for joint discussion, with a direction to observe the provisions of Section 22(1)(d), 22(2)(d) and 33 of the Act, but the discussion could not be held on 7-6-93 and was adjourned to 17-6-93 and from 17-6-93 to 18-6-93 and the management filed its reply on 18-6-93 and during subsequent conciliation proceedings, the workman asked for certain informations with regards to storage capacity of Bombay depot, present depot staff posting/strength at Manmad depot and as the issue was concerning to Wardha Depot, the management intimated the A.L.C. that the informations sought for were not relevant and therefore the same were not furnished and after that the management submitted rejoinder dated 28-7-93 and the workmen also filed their reply on 9-9-93 and conciliation proceedings were held on 29-10-93, 17-1-94 and 17-3-94 and the minutes of the proceedings were recorded by the A.L.C. and signed by the parties and as the conciliation failed, the A.L.C. sent a report of failure of conciliation to the Government on 31-3-94 and even though, there were four charter of demands, the entire conciliation proceeding centered around only on one point i.e. cancellation of transfer of staff from Nagpur to Wardha and at no point of time, the other three issues including the implementation of MOS dated 3-9-91 had come up for discussion and the same were not conciliated by the A.L.C. and the Ministry of Labour, Government of India vide its letter dated 14-9-94 intimated that prima facie, the Ministry does not consider

demands 1, 3 and 4 fit for adjudication, the same being the administrative functions of the management and even though the demand No.2 had never been conciliated by the A.L.C., the Government referred the same for adjudication.

The further case of the management is that the memorandum of settlement dated 3-9-91 is not at all valid and therefore, is not binding on it and the said memorandum was neither signed by the District Manager nor by the authorized representative of the corporation and the person, who attended the conciliation proceeding on 3-9-91 was only an Asstt. Manager, who had no control or authority in running the District Office, Nagpur and she did not produce the necessary authority to sign the settlement, as required in A.L.C (C)'s notice and as per law and the said fact was brought to the notice of the A.L.C., but the A.L.C issued a show cause notice, dated 28-4-92 to show cause as to why legal action under Section 29 of the Act should not be taken against the District Manager for non-implementation of the said settlement and in answer to the same, a detailed show cause was filed by the Manager vide letter dated 27-5-92, after receipt of which, the A.L.C. did not take any action as originally proposed, which goes to prove beyond doubt that the A.L.C got convinced that the MOS dated 3-9-91 is illegal and not binding on the management. It is further pleaded by the management that the regional leaders of the union of the workmen raised the same dispute before the A.L.C., Bombay by giving the letter dated 20-6-91 and there was final conciliation on 21.8.91 before the A.L.C., Bombay, in presence of the Regional President and Secretary and Zonal Secretary and the representatives of the workmen's union agreed to withdraw the notice dated 20-6-91 and to close the dispute and as such the union of the workmen functioning at District level had not locus-standi to raise the same dispute, which had already been settled by their leaders at Bombay, and the workmen wanted to work for eight hours to get synchronisation allowance for 1½ hours, whereas, the management of F.C.I. wanted that the workmen should work only for 6¼ hours i.e. from 8.30 A.M. to 4.00 P.M. and beyond 4.00 P.M., they should work only when they are asked for, on payment of over time allowance and no employee can claim to work for more than prescribed working hours and demand for overtime and as such, the workmen are not entitled to any relief.

5. The relevant facts giving rise to the present dispute are as follows :—

The working hours as prescribed of the Depot Staff of the F.C.I. was six and half hours i.e. 10.00 AM to 5.00 PM, with lunch break of half an hour from 1.00 PM to 1.30 PM, where such working hours for the departmental labourers working the depot was eight hours, i.e. 8.30 AM to 5.30 PM with a lunch break of one hour, from 12 noon to 1.00 PM. As there was departmentalisation of labour at

Panvel, Pune, Wardha, Nagpur and Gondia, it was necessary to synchronise the timings of the depot staff with that of the labour at the commencement of the shift timings and accordingly, the staff timings were proposed from 8.30 AM to 4.00 PM with one hour lunch break and to manage the gap between 4.00 PM to 5.30 PM, by deploying staff on overtime, wherever necessary, depending upon the workload and accordingly, the Regional Office, Bombay of F.C.I. issued a notice under section 9A of the Act on 4-6-91 and copies thereof were sent to the unions functioning in the corporation and the appropriate authority and as no objection was received from any quarter within the prescribed period of 21 days i.e. till 24-6-91, a final order dated 2-7-91 was issued by the Regional Office, Bombay revising the timings of the depot staff working at Nagpur from 8.30 AM to 4.30 PM with lunch break of one hour, from 12 noon to 1.00 PM and such order was circulated vide circular dated 4-7-91 by the District Manager, Nagpur for proper implementation. On the very same day, i.e. 4-7-91 raising protest against such circular, the union of the workmen addressed a letter to the District Manager, Nagpur with a copy to the A.L.C. mentioning there in that the proposed timings issued by the District Manager is without the consultation of the union's representatives and without any notice, as per law for the proposed change and that the Regional Manager had taken the decision to implement the change of timing on his own accord, without considering the objection raised by their Regional Committee and the Regional Labour Commissioner (C), Bombay ("RLC" in short) has seized the matter for conciliation and fixed the hearing on 8-7-91 at Bombay. The union of the workmen also requested to stay the operation the proposed change of timing till final decision taken by the RLC. The Regional President of the union of the workmen, Bombay vide his letter No. 20-6-91 raised objection before the ALC, Bombay with regard to the proposed change of working hours at Nagpur amongst other depots and the ALC, Bombay vide his letter dated 5-7-91 fixed the conciliation proceedings to 31-7-91 and this fact was known to the workmen, Nagpur as indicated in their letter dated 4-7-91. In the meantime, the ALC, Nagpur issued the notice dated 24-7-91 to the District Manager, Nagpur for joint discussion and if necessary to initiate conciliation proceedings in respect of the said dispute, in spite of knowing the matter to be under consideration of the ALC (C), Bombay and in the meanwhile, ALC, Bombay held conciliation proceedings and on 21-8-91, final conciliation was held in presence of the Regional President and Secretary and Zonal Secretary of the union of the workmen and the representative of the workmen agreed to withdraw the notice dated 20-6-91 and to close the dispute and the matter of such settlement was brought to the notice of the ALC, Nagpur by the management vide its letter dated 6-8-91.

6. In support of their respective stands, both the parties adduced evidence before this Tribunal. One Shri

L.S. Ahuja has been examined as a witness on behalf of the workmen, whereas, Jacob Mathew, the Regional Manager, Maharashtra has been examined on behalf of the management.

7. The management has resisted the claim of the workmen regarding the implementation of the settlement dated 3-9-91 so also making of the reference of the dispute to the tribunal by the Government on the following grounds :

- (i) The dispute should not have been referred by the Central Government for adjudication as the principle of "Audi Alterem Partem" was not followed i.e. the management was not given a chance of hearing in the matter.
- (ii) The Memorandum of Settlement dated 3-9-91 is not valid as there was no conciliation in the matter of implementation of the said settlement before the ALC, Nagpur even though, the workmen had raised the issue in their charter of demands dated 26-5-93.
- (iii) The Asstt. Manager of the F.C.I., who signed on the Memorandum of Settlement dated 3-9-91 was not authorized by the District Manager to sign the same and she had also no authority to sign such a memo of settlement.
- (iv) The mandatory requirements as provided under Clause (p) of section 2 of the Act and Rule 58 of the Industrial Dispute Rules (Central), 1957 in respect of the memo of settlement dated 3-9-91 and as such the said memo of settlement cannot be held to be a legal memo of settlement.

8. On behalf of the workmen, it was submitted that the Asstt. Manager (Admn.) of the F.C.I. was duly authorized by the District Manager to represent him in the conciliation proceeding dated 3-9-91 and as per office order of the District Manager dated 8-8-91, there was change of office timing from 8.30 AM to 5.00 PM with one hour lunch break and the staff attached to Nagpur Depot, who put in extra working time as a result of synchronization of their timings will be compensated by synchronization allowance as per office rules and the Regional Manager in the letter dated 18-7-91 address to the District Manager, F.C.I., Nagpur had also intimated about payment of synchronization allowance to the staff, who put the extra working times as a result of synchronization of the timings and the instructions issued in the letter dt. 18-7-91 were withdrawn subsequently vide letter dated 16-7-92 and the instructions about synchronization allowance was very much in existence at the time of signing of the memorandum of settlement dated 3-9-91 and the management, consequent upon the signing of the settlement, had made reference to the Regional Manager, F.C.I., Bombay for

immediate payment of the synchronization allowance and the Senior Regional Manager vide his telegram No. 1 R/ 6(3)/91-RO(M) dated.10-9-91 had committed the payment of the allowance and to convince the depot staff, the reason for delay in payment of the said allowance and as such, the denial of the management for payment of synchronization of allowance is an after thought.

Reliance was placed by the workmen on the decision of the Hon'ble High Court of Andhra Pradesh in the case of *Sirsilk Ltd. Vs Govt. of Andhra Pradesh* (as mentioned in the written notes of argument). However, it is necessary to mention here that such citation has not been filed by the workmen.

9. First of all, I will take up the ground No. 3 and 4 taken by the management regarding validity of the memorandum of settlement dt. 3-9-91. Clause (P) of Section 2 of the Act, provides the definition of settlement. According to the said definition, "settlement" means a settlement arrived at in the course of conciliation proceeding and includes a written between the employer and workmen arrived at otherwise than in the course of conciliation proceeding whether such agreement has been signed by the parties thereto in such manner as prescribed and a copy thereof has been sent to (an officer authorized in this behalf by) the appropriate government and the Conciliation Officer. Rule 58 of the Industrial Disputes (Central Rules 1957) provides the procedure to be adopted in regard to the memorandum of settlement. According to the said rule, a settlement arrived at in the course of conciliation proceeding or otherwise, shall be in "Form No. H" and the settlement shall be signed by (a) in the case of an employer, by the employer himself, or by his authorized agent, or when the employer is an incorporate company or other body corporate, by the agent, Manager or other principal officer of the corporation, (b) in the case of workmen, by any officer of a Trade Union of the workmen, or by five representatives of the workmen duly authorized in this behalf at a meeting of the workmen held for the purpose, (c) in the case of the workman in an industrial dispute under Section 2A of the Act, by the workman concerned.

Sub-cause '3' of rule 58 provides that where a settlement is arrived at in the course of conciliation proceeding, the Conciliation Officer shall send a report thereof to the Central Government together with a copy of the memorandum of settlement signed by the parties to the dispute.

10. It is clear from the above provisions that whenever a settlement is arrived at in course of conciliation proceeding, it is mandatory for the Conciliation Officer to send a report thereof to the Central Government together with the copy of memorandum of settlement signed by the parties. It is also worth mentioning here that the

workmen in their written notes of argument at Para-4, Para-5 has mentioned that the Hon'ble High Court of Andhra Pradesh has held that "A settlement becomes binding at once as soon as the memorandum of settlement has been signed by the parties in the prescribed manner and a copy of, it is sent to the Government", which also clearly shows that a memorandum of settlement is binding only when (a) it is signed by the parties in the prescribed manner and (b) a copy of the said memorandum of settlement is sent to the Government. In this case at hand, on perusal of the documents filed by the workmen and so also the management, it is found that there is nothing on record to show that the Conciliation Officer had sent a report regarding the settlement arrived by the management of FCI and its workmen on 3-9-91, along with the copy of the memorandum of settlement signed by the parties to the dispute. When the mandatory provisions have not been complied with, it cannot be said that the memorandum of settlement dtd. 3-9-91 is a legal memorandum of settlement.

11. It is not disputed by the parties that the memorandum of settlement dtd. 3-9-91 has been signed by Smt. Nagarjan, Assistant Manager (Admn.) and the same has not been signed by the District Manager, F.C.I., Nagpur. According to the claim of the workmen, the said Assistant Manager was duly authorized by the District Manager, FCI, Nagpur to represent him in the conciliation proceedings and also to sign the memorandum of settlement. The witness examined on behalf of the workmen has also stated that, on 3-9-91, he was informed by the District Manager, FCI, Nagpur that Mrs. Nagarjan will represent him in the conciliation proceedings. However there is nothing on record to show that Mrs. Nagarjan was duly authorized in writing by the District Manager, FCI, Nagpur to sign the memorandum of settlement on his behalf, in accordance with the direction of the ALC, Nagpur while sending the notice to the District Manager, FCI, Nagpur to attend the meeting personally or to send a representative authorizing in writing to represent the management.

12. Perused the copy of the memorandum of settlement dtd. 3-9-91 and found that Mrs. Nagarjan has signed on the said settlement as the Assistant Manager (Admn.), FCI, Nagpur and she has not made any endorsement below her signature, of her signing the settlement, as the representative of the management. When Mrs. Nagarjan was not authorized in writing or otherwise to sign the memorandum of settlement on behalf of the management, the memorandum of settlement cannot be said to be a valid settlement.

13. After scrutinizing the materials on record, it is also found that there is force in the first two contentions raised by the management. Admittedly, before the reference was made by the Central Government to the Tribunal for adjudication of the dispute, the management of the FCI

was not given a chance of hearing in the matter. It is also found from the proceeding of the meetings of the conciliation proceeding held by ALC, Nagpur that there was no conciliation in the matter of implementation of the memorandum of settlement dtd. 3-9-91. Hence, the reference should not have been made for adjudication.

14. According to the evidence of the witness examined on behalf of the workmen, the workmen are entitled for synchronization allowance from 16-8-91 to 2-1-95, as the depot staff working at Nagpur had attended their duties from 8.30 AM to 5.30 PM. The workmen, at the time of argument, had also raised the same question. However, no reliance can be placed on the evidence of the witness examined by the workmen, in that respect, because such claim was not made by the workmen in their statement of claim, though they have prayed for grant of synchronization allowance. There is no specific pleading in the statement of claim that the workmen worked from 8.30 AM to 5.30 PM from 16-8-91 to 2-1-95. Moreover, on 16-8-91, the date on which, the new office timing was due to be implemented, notice was issued by the District Manager, FCI, Nagpur cancelling the earlier notice regarding the change of the working hours. The said office order read as follows :

"Since labourer have refused to work from 8.30 AM to 5.30 PM, this office order of even No. dated 8-8-91 may be treated as cancelled until further orders. The working hours of all the depot staffs at Ajni, Nagpur is reverted that to 10.00 AM to 5.00 PM with half hour lunch break from 1.00 PM to 1.30 PM till further orders.

Those who have attended to their duties from 8.30 AM to 5.30 PM on 16-8-91 are entitled to OTA as per existing rules."

It is clear from the above order that earlier order dtd. 8-8-91 regarding change of working hours from 8.30 AM to 5.30 PM was cancelled by the order dtd. 16-8-91. It is also clear from the record that the workmen new about the as the same has been mentioned in the Memorandum of Settlement dtd. 3-9-91. The workmen have also not denied the claim of management that the workers who worked from 8.30 AM to 5.30 PM as per order dtd. 8-8-91 were already paid OTA. In view of the materials on record and discussion made above, it is found that the action of the management of FCI, Nagpur in not implementing the Memorandum of Settlement dtd. 3-9-91 till date is justified and the workmen are not entitled for any relief. Hence it is order :-

ORDER

That the action of the management of FCI, Nagpur in not implementing the Memorandum of Settlement dated 3-9-1991 till date is justified and the workmen are not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 3 नवम्बर, 2010

का.आ. 2941.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एम.सी. एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 44/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-11-2010 को प्राप्त हुआ था।

[सं. एल-22012/206/2007-आईआर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 3rd November, 2010

S.O. 2941.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 44/2007) of the Central Government Industrial Tribunal-cum-Labour Court Bhubaneswar as shown in the Annexure in the Industrial Dispute between the management of Kalinga Area of MCL, Bharatpur Colliery of M/s. MCL and their workmen, received by the Central Government on 03-11-2010.

[No. L-22012/206/2007-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, BHUBANESWAR

PRESENT:

Shri J. Srivastava,
Presiding Officer, C. G. I. T.-cum-Labour Court,
Bhubaneswar.

Industrial Dispute Case No. 44/2007

Date of Passing Award — 15th October, 2010

Between:

The Management of (1) The Chief General Manager, Kalinga Area of MCL, At./Po. South Balanda, Talchar, Dist. Angul.
(2) The Project Officer, Bharatpur Colliery of M/s. MCL, At./Po. South Balanda, Talchar, Dist. Angul, Orissa.

... 1st Party-Managements.

(And)

Their workman represented through the General Secretary, Bharatpur Colliery Labour Union, At./Po. South Balanda, Talchar, Dist. Angul, Orissa.

... 2nd Party-Union.

APPEARANCES:

None. : For the 1st Party Management.

Shri B.N. Pant. : For the 2nd Party Union.
General Secretary

AWARD

This reference has been made by the Government of India in the Ministry of Labour in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act 1947 in relation to an Industrial Dispute - existing between the employers of Kalinga Area of MCL and their workman vide their letter No. L-22012/206/2007-IR (CM-II), dated 3-12-2007.

2. The dispute as mentioned in the schedule of the letter of reference is re-produced below:-

“Whether the action of the Management of M/s. MCL in refusing employment to Shri Chaitanya Behera, Electrician Cat.-IV from 1-7-2002 to 29-8-2003 is legal and justified? If not, to what relief is the workmen entitled?”

3. The 2nd Party-Union raising the dispute has filed its statement of claim in which it has been stated that the disputant-workman Shri Chaitanya Behera is an employee of Bharatpur Colliery and is working as an Electrician. The 1st Party-Management illegally and forcefully made him to keep himself absent from duty from 1-7-2002 to 29-8-2003 without any valid reasons and did not pay him wages for the above period. He went for conciliation which ended in failure. Hence this reference was made. The facts are that the Project Officer, Bharatpur O.C.P. gave him a notice vide letter No. 12145-51 dated 25-6-2002 to demolish his dwelling house situated at Anantaberem village being employed as a nominee of the awardee under Land Oustee Scheme or else the Management will stop his attendance forcibly. The disputant-workman vide his reply denied the allegations made by the 1st Party-Management against him and stated that he had not given any undertaking to the 1st Party-Management that he will vacate his homestead land, dwelling house and agricultural land under possession of the awardee within two months failing which he will loose the claim of employment. The fact is that the house in question does not belong to him rather it belongs to his brother. The Project Officer illegally stopped his attendance with effect from 1-7-2002 and did not allow him to work though he sent several letters to the 1st Party-Management to allow him to resume his duties. All of a sudden the Project Officer, Bharatpur O.C.P. vide his letter dated 29-8-2003 directed the disputant-workman to report for duty with immediate effect without specifying any reasons. The disputant-workman resumed his duties on 29-8-2003, but his wages for the period from 1-7-2002 to 29-8-2003 has still not been paid which are required to be paid by the 1st Party-Management with interest at the rate of 15% per annum.

4. The 1st Party-Management filed the written statement and stated that the disputant-workman Shri C.K. Behera, Electrician was appointed as a nominee of Natabara Behera of village Jambubahali, who was R.O.R. holder. His two sons Shri Chaitanya Kumar Behera and Shri Prafulla Behera have been provided with employment/job rehabilitation by MCL as land oustee against the land acquired by MCL in the village Anantabareni and Jambubahali as per Rehabilitation and Resettlement Policy of 1989 of Government of Orissa. But the family members of Late Natabar Behera i.e. his sons, Chaitanya Kumar Behera and others did not hand over the vacant possession of the acquired land of MCL at village Anantabareni by demolishing their dwelling house. As a result the mining operation in the said area was obstructed, and company suffered huge losses. In spite of repeated notices to Shri Chaitanya Kumar Behera to demolish his dwelling house from the acquired land of MCL under his possession, he did not respond to the notices. Therefore, the 1st Party-Management was constrained to stop his attendance. So the stoppage of his attendance was warranted on the part of the MCL Management due to illegal practice adopted by Shri C.K. Behera and his family members. Therefore, he is not entitled for any wages for the period from 1-7-2002 to 29-8-2003 on the principle of 'no work no pay.'. Subsequently the family members of late Shri Natabara Behera demolished their dwelling house on 29-8-2003 and handed over the vacant possession of the land and then Shri C.K. Behera was allowed to join his duties on 29-8-2003.

5. Based on the pleadings of the parties following issues were framed for adjudication :—

ISSUES-1.

Whether the action of the Management of MCL in refusing employment of Shri Chaitanya Behera, Electrician, Category-IV from 1-7-2002 to 29-8-2003 is legal and justified?

2. If not, to what relief is the workman entitled?

6. The 2nd Party-Union examined the disputant-workman Shri C.K. Behera in evidence as W.W.-I and proved documents marked Ext.-1 to Ext.-5.

7. The 1st Party-Management did not appear on the date fixed for evidence of the 2nd Party-Union nor moved any application for adjournment. Hence noting its absence the case was ordered to be proceeded ex parte against the 1st Party-Management. On the later date also the 1st Party-Management did not appear. Hence ex parte argument from the side of the 2nd Party-Union was heard.

FINDINGS

ISSUE NO. 1

8. The 1st Party-Management has contended that the disputant-workman was provided with the job as a land oustee against the land acquired by MCL in the village

Anantabareni and Jambubahali. Since he has not given the possession of the acquired land after demolishing his dwelling house they stopped the attendance of the disputant-workman and did not allow him to work from 1-7-2002 to 29-8-2003. He is therefore not entitled for any wages for the period of his absence. But their contention has been denied by the disputant workman saying that he is not a land oustee employee. He was appointed after due selection and interview. Moreover the dwelling house standing on the acquired land belongs to his brother Pramod Chandra Behera. He had given reply to all the notices of the Management in which these facts were mentioned. His replies to notices have been marked as Ext. 2 and 3 which bear out his above contention. There are certain other exhibited documents from Ext.- 4/1 to Ext.-4/6 which also go to support the contention of the disputant-workman. Along with the statement of claim the 2nd Party- Union has also filed Photostat copy of the appointment letter of the disputant-workman as Annexure-3 which does not anywhere show that the disputant-workman was given employment as land oustee. The 1st Party-Management has not produced any evidence in contradiction of the evidence of the 2nd Party-Union. However the action of the Management in stopping the attendance of the disputant workman cannot be justified and held legal even if the disputant-workman is said to be a land oustee and given employment in lieu of acquisition of his land. The 1st Party-Management has also failed to file the alleged undertaking given by the disputant-workman. The 1st Party-Management vide its letter dated 29-8-2003 directed the disputant-workman to resume his duties immediately without assigning any reason for denying him work and keeping him absent from duty with effect from 1-7-2002 to 29-8-2003. There is no evidence on record that the disputant-workman was called for duty after giving vacant possession of the land after demolishing his house to the 1st Party-Management. Therefore, I am of the view that the action of the 1st Party-Management of M/s. MCL in refusing employment to Shri Chaitanya Kumar Behera, Electrician, Cat.-IV from 1-7-2002 to 29-8-2003 is illegal and unjustified. Hence, this issue is answered accordingly.

ISSUE NO. II

9. Since the action of the 1st Party-Management in refusing employment to Shri Chaitanya Kumar Behera, Electrician, Category-IV from 1-7-2002 to 29-8-2003 has been found and held illegal and unjustified, the disputant-workman is entitled to wages for the aforesaid period from the 1st Party-Management. The prayer for interest is denied. This issue is answered accordingly.

10. In view of the findings given in Issue No. I and II above the 1st Party-Management is directed to pay wages to Shri Chaitanya Kumar Behera, Electrician, Cat.-IV from 1-7-2002 to 29-8-2003 within two months.

11. Reference is answered accordingly.

Dictated & Corrected by me.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 3 नवम्बर, 2010

का.अ. 2942.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 20/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार का 29-10-2010 को प्राप्त हुआ था।

[सं. एल- 12011/115/2003-आई आर(बी-11)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 3rd November, 2010

S.O. 2942.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 20/2004) of the Central Government Industrial Tribunal/Labour Court, Guwahati now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of United Bank of India and their workman, which was received by the Central Government on 29-10-2010.

[No. L-12011/115/2003-IR(B-11)]
RAMESH SINGH, Desk Officer

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, GUWAHATI, ASSAM

Present : Shri D. K. Deb Roy, M.A., LL.B. Presiding Officer
CGIT-Cum-Labour Court, Guwahati.

Ref. Case No. 20 of 2004.

In the matter of an Industrial Dispute between :—

The Management of United Bank of India, Zonal Office,
Ulubari, Guwahati.

-Vrs-

Their workmen rep. by the President, United Bank of India
Employees Association, Panbazar, Guwahati.

APPEARANCES

For the Management : Sri R. Sarma, Management
Representative.

For the Workmen : Sri B. Choudhury, Union
Representative.

Date of Award : 25-10-2010.

AWARD

1. The present reference is arising out of the Government Notification vide Memo No.-L-12011/115/

2003-IR(B-11) Dated: 16/09/2003, to adjudicate the following issue as described in the Schedule.

SCHEDULE

"Whether any employer-employee relationship exists between the management of United Bank of India, Zonal Office, Guwahati and the 97 workmen (as per list attached)? Whether the claim of UBI Employees' Association for empanelling them and their regularization in subordinate cadre from the respective date of their joining is justified? If not, what relief those workmen are entitled to?"

2. Having received the Reference Case being numbered 8(C)/04 from the State Industrial Tribunal Guwahati notice was duly served upon the parties. Both the parties appeared and submitted their Written Statements. In order to ensure fairness and transparency, both the parties were allowed to adduce evidence and they were heard. Some documents have also been exhibited.

3. Here, I feel it convenient to re-capitulate the brief facts leading to this dispute.

4. Factual scenario: The Casual workers numbering 97 are being represented by Sri Babul Choudhury, the President, United Bank Employees Association, Assam State, Guwahati. It has been alleged that the United Bank of India is a Nationalised Bank with its Head Office at Kolkata having 5 regional Offices at Guwahati, Nagaon, Silchar, Jorhat and Dibrugarh. The Management (herein called the United Bank of India) engaged all the 97 casual employees in different Branches for performing permanent nature of jobs viz. carrying Books, Ledgers, Registers, Vouchers, attending counter works, clearing works, etc. Their duties as subordinate staff like attending, clearing House, depositing cheques/instruments to various Banks, RBI, SBI, etc. They have been performing their duties for last 15 years on lump sum wages without appointment letter being issued and they may be treated as regular permanent subordinate employees of the Bank. It is further alleged that the service condition of Bank workmen are governed by various settlement, awards like Shastri Award, Desai Award, and Bipartite Settlement dated 19-10-1966 as modified. All the 97 workmen are the temporary employees (casual labourers) under the Bank as per para 508 of Sastry Award reaffirmed by para 23, 15 of Desai Award and Clause 20-7 & 20-08 of the Bipartite Settlement. The further case of the workmen is that so many vacancies are lying vacant for years together in the United Bank of India and the Management has adopted a policy for "appointment of subordinate employees from the eligible Canteen Boys, Casuallabourers of the Bank as per Circular No. PD/DIR-31/OM-370/2003 dated 29-10-2003 issued by the General Manager (personnel), U. B. I. But inspite of the Standing Circular the management has not implemented the same

for the reason known to them. Though all the workmen have been rendering their services to the Bank but unfortunately no appointment letter was issued to them nor their services were regularized. That apart, the Management has retrenched some of the workmen. Violated the mandate of Section 25 F of the Industrial Dispute Act, 1947. Hence, the workmen prayed before this Court for their regularization and the award may be passed in their favour. The workmen also submitted an Additional W.S. stating inter-alia that they are workmen as defined in Section 2(s) of the Industrial Dispute Act. The further case of the workmen is that the workmen were erstwhile Canteen boys working in different Branches of the Bank within the State of Assam. The canteens are run by Canteen Committee of the Branch.

5. The United Bank of India (Here-in called the Management) has contested the proceeding by filing a Written Statement refuting the claim of the workmen. The Management has stated inter-alia that the listed 97 persons are not workmen within the meaning of Section 2 (s) of Industrial Dispute Act, 1947 as such, no relationship exists between them as Employer and Employee. According to them the persons mentioned in the list were not even the temporary employee of the Bank in terms of Clause-20.7 of the Bipartite Settlement dated 19-10-66. The said persons can not be termed as "part time" employees under the Bank. The Bank never prepared any list of "part time" temporary employee to perform any job on permanent nature in the North Eastern Region under the administrative control of the Bank. The further case of the Management is that recruitment of sub-staff in the Bank is based on separate policy and guidelines as decided by the Government from time to time. Recruitment should be made in the Public Sector Banks, shall have to be done through Employment Exchange or Sainik Board/Director of Re-settlement of Ex-Serviceman and no appointment shall be made dehors recruitment Rules. According to the Management persons serving in the canteen are employed by the Canteen Committees. Selection and engagement of persons, fixing up their remuneration and working hours, etc. are all decided and managed/controlled by the respective Canteen Committees and the Bank has no role to play in such affairs. The Bank does not have any supervisory control over the Canteen Boys, as such, there is no relationship of Master and Servant between the Bank and the various persons employed in the Canteen. The further case of the Management is that the Bank has no statutory or other obligation to run canteen. It has been asserted that Hon'ble Apex Court in a decision reported in (2000) 5 SCC 531, State Bank of India and Ors. - Vs. State Bank of India Canteen Employees Union and Ors., held that the employees of Canteen run by Canteen Committee are not employed by the State Bank of India as there is no statutory or contractual obligation under Sastry Award on the Bank to run such Canteen. The United Bank

of India is similarly situated as that of State Bank of India so far as Canteen boys are concerned, they are engaged by Canteen Committees. Since the Canteen personnel are not being the employees of the Bank, are not competent to raise Industrial Disputes staking claim of their regularization of services and other facilities available to the subordinate staff of the Bank and the dispute does not come within the definition of Section 2 (k) of the Industrial Dispute Act. The Bank also prohibits recruitment/engagement of outsiders for Bank's work and there is no provision for recruitment of temporary employees in the Bank. It is admitted that Bank has not issued any appointment letter to those persons. In such a situation the question of regularization of their service does not arise at all. That an action plan drawn on 6-3-1998, the Management of the Bank and the Union came to an agreement, that there would be no recruitment except need based recruitment of man power for specialized function like Treasury Management, Computerization, MIS, Asset Liability Management etc. It is further asserted by the Management that Reserve Bank vide letter dated 17-3-1999, directed that the Bank should not make any recruitment of staff including replacement for retirement, resignation etc. except Direct Recruitment of Probationary Officers and specialist with prior approval from RBI. The Ministry of Finance, Government of India advised the Banks that recruitment of all temporary employees be it clerical or subordinate cadre shall be stopped forthwith vide Government letter dated 13-1-1988 and reiterated vide letters dtd. 7-2-1991 and 25-1-1994 totally prohibiting engagement of outsiders for doing Bank's work in its Branches/Offices even for temporary period. The Banks have been advised to desist from the practice of engagement of outsiders for Bank's work by way of payment of Coolie charges/ Sanitation charges, etc. Any violation of the aforesaid instructions by the Branch Manager-Officer-in-Charge will make him personally liable. However, the Bank also issued a Circular letter dated 29-10-03 announcing a Scheme for selection of eligible Canteen Boys/Casual Labourers as subordinate employees of the Bank as one time measure, thereby providing opportunity to all the Canteen Boys including those relating to the persons in dispute. The copy of the Circular was circulated to the President, United Bank of India Employees Union, Assam State Committee for ensuring the participation of the Canteen Boys in the selection process. The further case of the Management is that the Bank has no statutory obligation to run and maintain a canteen for its employees. There is no provision for the Post of Canteen Boys in the Bank. They are simply selected by the Canteen Committee. The Banks do not have any control over the Canteen Boys. Since the Canteen Boys are not the employees of the Bank the question of regularization does not stand. The Management prays that the petition of the workmen appears to be devoid of merit and the same deserves to be rejected.

6. Both the sides examined two witnesses each. They have submitted plethora of documents to substantiate their respective claims.

7. Decisions and reasons thereof:

Heard the representatives of both the parties. The President of the Union in his submission contended inter-alia that the Canteen Boys were engaged by the Bank, so they are Bank employees as such, they are entitled for regularization of their service.

Per-contra, the representative for the Management has seriously controverted the contention raised by the Union. He has submitted that 97 Canteen Boys were outsiders and they were engaged by Canteen Committees and not by the Management -Bank. That apart, the Bank does not have any administrative and supervisory control over the Canteen Boys, as such, they can not be said to be the employees of the Bank. It is further, pointed out that since no employer, employee relation exists between the Bank and the Canteen Boys question of regularization does not arise and it is nothing but a myth.

8. Now let me consider the evidence on record.

The workman witness No.1, Mr. Biswajit Kakati has submitted in his evidence-in-affidavit stating that casual Labourers/workmen are specifically entrusted to the works of carrying books, ledgers, Registers, vouchers from one table to another, attending counter works, clearing of cheques etc. According to this witness some of the workmen have been working for last 15 years but neither the appointment letter was issued to them nor their services were regularized. According to this witness, the service condition of the bank employees are regulated by Shastri Award, Desai Award, Bipartite Settlement dated 19-10-66 as modified from time to time. It is further asserted that the casual workers (canteen boys) are workmen within the meaning of Section 2(s) of the Industrial Dispute Act, 1947. According to this witness, the 97 workmen are temporary employees (casual labourers) of the Bank as per para 508 of Shastri Award re-affirmed by Para-23.15 of Desai Award and Clause 20.07 and 20.08 of the Bipartite Settlement. This witness has further testified that Bank issued a letter dated 29-10-03 announcing a Scheme for selection of eligible canteen boys/ casual labourer as subordinate staff as one time measure. In cross-examination by the Management this witness has stated that out of 97 persons 10 persons have been sacked by the Management illegally. He has further admitted that no disciplinary proceeding was initiated against the 10 sacked persons because their services were not regularized by the Bank. The management suggested this witnesses that canteens are not maintained by the Bank though he answered in negative. W. W. 2, Mr. Jogendra Rajhangshi has testified in his evidence that prior to 1-11-90 he was working as Canteen boy in the United Bank of India, Noonmati Branch. Thereafter on 2nd February, 1990, the Dy. Manager, United Bank of India, Noonmati Branch, engaged him as a sub-staff of the Branch. He used to carry the cheques for

clearance in the Reserve Bank and he used to come Guwahati for that purpose. 2 receipts (zerox copy) dated 1-3-95 and 13-6-2000 showing the payment of Rs.65 against P/L conveyance allowance.

In cross-examination by the Management this witness has said that he does not put his signature in the Bank's attendance register before or after 1-11-1990. No engagement letter issued by the Bank, is also received by him. Whenever he remains absent he does not require to submit any leave application. This witness has also stated that sometimes renovation works of the banks are also done by them and by others also. Whenever any payment is made to any persons he is to receive the same acknowledging the amount.

9. The Management witness No.1, Mr. F.R. Choudhury is the Chief Manager, Regional Office, United Bank of India, Central Assam Region, UBI Building, Panbazar, Guwahati has said in his evidence, that he is well conversant with the facts of the case. According to him the 97 workmen as mentioned in the list are not the employees of the bank. The bank does not have any statutory compulsion to run and maintain a canteen for its employees. Normally canteen is run by the canteen Committees and 97 boys were engaged in the canteen by the canteen committee. The bank has got no supervisory power and control over them and as such, they can not be termed as workmen. This witness has further stated that the canteen boys can not be termed as workmen u/s 2(s) of the Industrial Dispute Act and as such, there is no employer-employee relationship exists between the bank and the 97 canteen boys. This witness has specifically stated that as per the government directives recruitment in the subordinate cadre in public sector bank is required to be made through Employment Exchange/Sainik Board/Directorate of re-settlement of Ex-Servicemen as the United Bank of India is a public Service Bank and it can not ignore the directives of the Government of India on the pressure of the employees Union. The canteen boys are engaged by the respective canteen committees and the bank does not have any role to play in this regard. Since the canteen boys are not the employees of the bank in the strict sense of the term they are not competent to raise any industrial dispute for their regularization of the service. The Management bank has not issued any engagement letter appointment letter to the 97 canteen boys nor their appointments were made, complying the requirement of the recruitment rules. The Management bank can not appoint any person dehors recruitment rules. In cross-examination it was suggested that since government of India by its Notification dated 16-9-2003 termed the 97 boys as workmen so they should be treated as workmen which has been denied by the witness. This witness during cross-examination has specifically stated that the daily wage earner (casual labourer) whenever engaged by the bank can not be treated as workmen since they were not legally appointed by the bank. This witness has admitted that canteen subsidies is provided by the bank depending

upon the number of employees in its branch or office. This witness has admitted during cross-examination that bipartite settlement governs/regulate the service condition of the bank employees. In the Management Bank there are two types of employees namely Officer Cadre and employees category. He does not know whether W.W.2 was ever engaged by the Manager Noonmati Branch. This witness has admitted a temporary workman may also be appointed to a permanent vacancy provided that such temporary appointed shall not exceed period of 3 months during which the bank shall make arrangement to fill up the vacancy permanently. If such a temporary workman is eventually selected for filling up the vacancy the period of such temporary appointment shall be considered as part of probation period. He has said that he does not aware of the Circular dated 3-1-2000. This witness during cross examination has said that he does not know whether the canteen Boys applied for regularization in view of the Circular No. PD/DIR/31/OM-370/2003; dtd. 29-10-2003. This witness has further admitted that he does not know the contents of two letters dated 23-6-2000 and 02-08-2000 respectively issued by the Chief Regional Manager, Central Assam Region. Lastly this witness has said that 97 boys are not legally entitled for regularization of their services. Management witness No.2, Mr. Bapukan Ch. Deka, who happened to be the Senior Manager of the United Bank of India has said different Branches of United Bank of India having canteens. The Management does not have any authority over the canteens. The employees are not required to take their food in the canteen. For the welfare of the employees a small space is spared by the Management to run the canteen. The Management does not have any control over the canteen employees nor they sign attendance register of the bank. They are not required to submit leave application. When Bank engages somebody as labourers in the banks they pay for that. He has specifically stated that when the bank engages any electrician or for renovation works of the bank they used to pay for it. There is no employer-employee relationship between the management and the canteen boys. During cross-examination the representative for the workmen suggested this witness that as per welfare scheme there should be one bank official who shall remain in-charge of the President or Secretary of the canteen committee as the case may be. He has further stated that the canteen boys are not the employees of the bank since they were not issued any appointment letter nor they participated in the recruitment process. He does not know about the circular regarding the regularization of canteen boys or casual labourers. He also admitted that he does not know about the circular in 2003 for regularization of canteen boys.

10. I have meticulously gone through the evidence adduced by the workmen vis-a-vis the evidence adduced by the Management. Also perused some documents submitted by the parties. The whole stand of the workmen is that they have been working in the canteen from time immemorial and they were entrusted to do the other works

like bank sub-staff and their status should be at par with the regular bank employees, consequently they are entitled for regularization of their services. The representative for the management bank has submitted that the present 97 workmen do not come within the category of permanent, temporary, part time as derived under 13.15 of Desai Award, Para-20.7 of Bipartite Settlement dt. 19-10-66.

11. During the course of argument Mr. Choudhury, representative of the Union has emphatically submitted that in pursuance of the Circular No. PD/DIR/31/OM-370/2003 Date 29-10-2003 (Annexure-10) the Management Bank decided to absorb the eligible canteen boys/casual labourers of the Bank as one time measure. The Management Bank reiterated vide his reference No. ZO/PDI ALC/444/2003 Date: 24-11-2003 (Annexure 11) informing the President of UBIEA to allow the present 97 canteen boys to participate in the selection process to be conducted in accordance with the Circular dated 29-10-2003 subject to fulfillment of the requisite norms as prescribed in the letter under reference. Accordingly, all the 97 canteen boys/workmen applied through proper channel for appointment of subordinate employees of the Bank fulfilling all the norms as prescribed in the standard form issued by the Bank. Photo copy of the prescribed filled up Form has been submitted in respect of Laxhan Dey and Swapan Sutradhar (Annexure-15(2) & 15(4)) to show that the canteen boys applied for appointment as per the Circular dated 29-10-2003 duly forwarded by the Branch Manager of the respective Branches. Thereafter no step was taken by the Management for the absorption of the canteen boys/workmen till today. The fate of the workmen is hanging for last 7/8 years. As it appears the canteen boys/workmen expecting their appointment in view of the Circular dated 29-10-2003, but surprisingly the Management Bank has not implemented the Scheme as embodied in the letter dated 29-10-2003 thus, depriving the legal right of the canteen boys.

12. Per-contra, Mr. Sarma appeared on behalf of the Management Bank has submitted since the workmen are not employees of the Bank nor any appointment letter was issued to them so the question of regularization does not arise. That apart the employees can not be regarded as the Bank employees. Both the parties relied on some decisions.

13. Mr. Choudhury submitted that the canteen boys are the employees of the Bank as held by the Hon'ble Apex Court in a decision reported in (2000) 4 SCC 245, Indian Overseas Bank-Vs-IOB Staff Canteen Workers Union and Ors. He also relied on another decision of the Apex Court reported in Civil Appeal No.207 of 1954, Shivnandan Sharma. Appellant-Vs- The Punjab National Bank Ltd., Respondent.

Relying on these two decisions, Mr. Choudhury submitted that staking claim for regularization by the 97 workmen canteen boys is genuine and supported by law.

According to him the Management should have considered this aspect of the matter but unfortunately that has not been done in case of the unfortunate workmen.

14. Mr. Sarma, on behalf of Management Bank submitted that the canteen boys can not be termed as workmen in view of the decision arrived at by the Apex Court reported in AIR 1996 SC 1241 (employees in relation to Management of the Reserve Bank of India-Vs-Their workmen). Mr. Sarma relied on another decision of the Supreme Court reported in SC 2000 1518, State Bank of India -Vs- State Bank of India Canteen Employees Union. Wherein, it was held that the canteen boys can not be absorbed as employees of the Bank.

15. I have reconsidered the same submission advanced by the representatives of both the parties. Law is settled that no appointment shall be made dehors recruitment rule. Reliance can be placed on (2006) 4 SCC 1, Secretary, State of Karnataka and Ors.-Vs-Umadevi and Ors. In another recent decision of the Supreme Court reported in (2009) 4 SCC, State of Karnataka and Ors -Vs- G. V. Chandrasekhar, wherein the Apex Court has reiterated that ad hoc appointment even if it continues for a long period can not be ordered to be regularized. In another decision reported in (1994) 4 SCC 138, the Apex Court had held. "The equality clause as enshrined in Article 16 mandates that every appointment to public post or office should be made by open advertisement so as to enable to eligible person to compete for selection on merit".

Admittedly, the present canteen boys/workmen have not complied with the requirement as prescribed in the established principles of law. So their services can not be regularized. But the real issue as it appears, involved in this dispute is, whether the canteen boys/workmen have complied with the requirement of the Circular dated 29-10-2003 (Annexure-10) and whether they can be appointed as subordinate Bank employees. It is evident that the canteen boys/ workmen applied for appointment as subordinate employees of the Bank as per Circular dated 29-10-2003 in the prescribed Form issued by the Bank duly countersigned by the respective Branch Managers. Thereafter, nothing had happened. They are still hopeful of getting the appointment in the Bank. However, it is not known to this Court as to whether recruitment process has been started or not in view of the Circular dated 29-10-2003.

16. Having heard both sides and having considered the entirety of the facts and circumstances of the matter, the Management Bank is hereby directed to take appropriate step, if not taken already for proper implementation of the Circular under reference in letter and spirit. If the canteen boys/workmen are found suitable for appointment in view of the above circular their case may be considered by the Management Bank.

17. With this observation, the Reference stands disposed of The Reference is answered accordingly.

Send the Award to the Ministry as per procedure.

Given under my hand and seal of this Court on this 25th day of October, 2010, at Guwahati.

D. K. DEV ROY, Presiding Officer

नई दिल्ली, 3 नवम्बर, 2010

का.आ. 2943.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केंद्रीय सरकार युनाइटेड बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण, कोलकाता के पंचाट (संदर्भ संख्या 30/2007) का प्रकाशित करती है, जो केंद्रीय सरकार को 29-10-2010 को प्राप्त हुआ था।

[सं. एल- 12011/60/2007-आई आर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 3rd November, 2010

S.O. 2943.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 30/2007) of the Central Government Industrial Tribunal Kolkata now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of United Bank of India and their workman, which was received by the Central Government on 29-10-2010.

[No. L-12011/60/2007-IR(B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 30 of 2007

Parties: Employers in relation to the management of
United Bank of India

AND
Their workmen.

Present: Mr. Justice Manik Mohan Sarkar, Presiding Officer

APPEARANCE:

On behalf of the : None
Management

On behalf of the Workmen : None

State: West Bengal. Industry: Banking.

Dated: 19th October, 2010.

AWARD

By Order No.L-12011/60/2007-IR(B-II) dated 24-10-2007 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of United Bank of India, Kolkata in transferring the employees and not implementing the operational guidelines for deployment of staff laid down in the Bipartite Settlement is justified? If not, what relief the concerned workmen are entitled to?”

2. Neither anybody is present on behalf of any of the workmen union nor anybody is present on behalf of the management when the matter is called today.

3. It is found from the record that on 18-8-2010 Mr. Soumitra Talapatra, General Secretary of the United Bank of India Employees Association and one Mr. Tridib Ghosh, Joint Secretary of the United Bank of India Employees Union were present as authorized representatives of those two workmen unions. There are three other workmen unions in the reference, though no service report has been received till date in respect of notices issued to the said three unions.

4. However, the two unions already made their respective appearance, were given with opportunity to file their statement of claims as a matter of last chance. It is found that the present reference is of the year 2007 and unfortunately the workmen unions are not at all careful either to be represented before the Tribunal on the date fixed or to file their respective statement of claims. In that case it is presumed that the workmen unions concerned are not interested to proceed with this matter and it is treated that at present there is no industrial dispute which prevented the workmen unions to make their appearance on the dates fixed and to comply with their obligation.

5. So, on presumption of having no industrial dispute the present reference is disposed of.

An Award is passed accordingly.

JUSTICE MANIK MOHAN SARKAR, Presiding Officer

Dated, Kolkata,

The 19th October, 2010.

नई दिल्ली, 3 नवम्बर, 2010

का.आ. 2944.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी 21/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-10-2010 को प्राप्त हुआ था।

[सं. एल-12011/39/2001-आई आर(बी II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 3rd November, 2010

S.O. 2944.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/NGP/21/2001) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the Annexure, in the Industrial Dispute between the employees in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 29-10-2010.

[No. L-12011/39/2001-IR(B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/21/2001

Date: 25-10-2010.

Petitioner / Party No. 1 : The General Secretary, Union Bank Workers Union, Union Bank of India, Dhantoli Branch, Lokmat Square, Nagpur-440006.

Versus

Respondent/ Party No. 2 : The Assistant General Manager, Union Bank of India, Regional Office, Ashirwad Complex (2nd floor.), Bazar Road, Ramdaspeth, Nagpur-440010.

AWARD

(Dated: 25th October, 2010)

This is a reference made by the Central Government in exercise of the power conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) for adjudication of the Industrial dispute between the Union Bank of India, Nagpur, the employers and their workmen, the Union Bank Workers' Union, UBI, as per letter No.L-12011/39/2001-IR(B-II) dated 14-5-2001 with the following schedule :

“Whether the action of the management of Union Bank of India through its Asstt. General Manager, Regional Office, Central Bazar Road, Nagpur in awarding the punishment of withdrawal of special allowance to Shri J. L. Borkar, Head Cashier and stoppage of two increments for six months is legal, proper and justified? If not, what relief Shri J. L. Borkar is entitled to?”

2. Factual background in a nutshell is as follows :

The workman, Shri J. L. Borkar (hereinafter is referred as the workman) while working as Cashier 'E' category at

Gokulpeth Branch of Union Bank of India, on 28-11-1997 reported about theft of Rs. 41,000 from his cash cabin to his authority. Basing on such information, the incident was reported to the Bank's Higher Officers and a report was also lodged at Ambazari Police Station, Nagpur on the same day. However, in the departmental investigation, the Bank observed the case to be a case of fraud. The workman also made the loss good on 31-3-98 by depositing the cash of Rs. 41,000. As from the preliminary investigation, the Bank came to the conclusion that it was a case of misconduct on the part of the workman, vide memorandum No. CO : IRD : 6457:98 dated 29-7-98, the Bank called for the explanation from the workman, in response to which, the workman submitted his explanation on 17-8-98. The Bank being not satisfied with the explanation decided to hold departmental enquiry in the matter. So, the workman was charge sheeted for his various misconducts on 7-12-98. The charges levelled against the workman were that of doing acts prejudicial to the interest of the Bank involving serious monetary loss to the Bank, neglect of work and negligence in performance of duties and breach of rules of business of Bank and cash department. One Shri K. D. Sawant, Personal Officer, who was the Disciplinary Authority made the enquiry himself against the workman. In the departmental enquiry, the Inquiry Officer-cum-Disciplinary Authority found all the three charges to have been established against the workman. On the basis of the findings, the Inquiry Officer-cum-Disciplinary Authority imposed the punishment of withdrawal of special allowances of Head Cashier permanently for the major misconduct and stoppage of increment for six month for the two minor misconducts each, on 31-7-99. Appeal preferred by the workman before the prescribed Appellate Authority did not bring any relief. So the workman through the union raised an industrial dispute before the Asstt. Labour Commissioner (Central), Nagpur and as the conciliation failed, the fact of such failure was reported to the Govt. of India and the Government referred the dispute to this Tribunal for adjudication.

3. The workman filed the statement of claim on 27-6-2001 stating therein that since it was a case of theft, there was no necessity to hold any enquiry and as such the inquiry is illegal, arbitrary and totally malafide and the Inquiry Officer-cum-the Disciplinary Authority had lodged the F.I.R. about the theft in the Police Station and therefore a witness in the enquiry and as such, the enquiry made by him is not legal and he was not supplied with the list of documents and so also the documents before the start of the enquiry and in violation of natural justice, documents like map of the Bank and vigilance report were not supplied to him despite demands and the departmental enquiry was initiated basing on the vigilance report about suspected fraud but the said vigilance report was not supplied to him, for which, the entire enquiry is vitiated and the list of witnesses was also not supplied to him and at best, the act can be treated as a negligence, which is minor

misconduct and the punishment imposed is unknown to standing orders, and as the punishment is in violation of principles of natural justice, the same is to be set aside.

4. The Bank in its Written Statement refuted all the allegations made in the Statement of Claim and pleaded *inter alia* that the theft was not treated as suspected fraud from any vigilance enquiry but a departmental investigation was made, from which, the Bank suspected the case was not of a theft but a fraud committed by the workman and the F.I.R. was not lodged by the Inquiry Officer-cum-Disciplinary Authority but the same was lodged by the workman himself and the Inquiry Officer-cum-Disciplinary Authority was not a witness in the enquiry and there was necessity of initiation of the departmental enquiry and the enquiry was not illegal, arbitrary and malafide and there was nothing wrong in conducting the enquiry by the Disciplinary Authority himself and the service conditions of the workman are not governed by the Standing Orders but the same are governed by Desai Award and Sastry Award and as modified by the various Bipartite Settlements from time to time and the lists of documents and witnesses and the documents relied on by the Bank were supplied to the workman and there was no need to supply irrelevant documents to the workman as per his whim and the enquiry was legal, just and proper and the enquiry report is based on the evidence on record and the findings are well reasoned and the report is not biased.

5. It is necessary to mention here that after filing of the statement of claim by the workman and written statement and documents by the Bank, order was passed by this Tribunal to adduce evidence from the said of the workman and after closure of the evidence from the side of the workman, the Bank was directed to adduce evidence in support of their stands (order was passed by my predecessor in office). Thereafter, validity of the enquiry was taken for consideration as a preliminary issue and the departmental enquiry was found to be valid and proper.

6. As the departmental enquiry has been found to be legal and proper, the points to be considered are as to whether the findings are perverse and the punishment is shockingly disproportionate to the charges levelled against the workman.

It is pertinent to mention here that from 14-2-2003 neither the workman nor his advocate appeared in the case to take part in the proceeding. So argument was heard only from the side of the management.

Before entering into the merit of the case, I think it proper to mention the submissions made by the learned advocate for the management in regard to the jurisdiction of the Tribunal and the points to be considered, while deciding the perversity of the findings and quantum of punishment.

It was submitted by the learned advocate for the management that punishment of withdrawal of special

allowance of Head Cashier permanently and stoppage of increment for a period of six months has been imposed against the workman for the proved gross misconduct and two minor misconducts respectively by the Disciplinary Authority and the same has also been confirmed by the Appellate Authority and the workman has admitted the lodging of the F.I.R. with the Police regarding theft of cash of Rs. 41,000, while the cash was in his possession and it is also not disputed that the workman made the loss good to the Bank and once these facts are held to be admitted by the workman, there was nothing substantial to be proved during enquiry. In support of such contention, the learned advocate for the Bank placed reliance on the decision reported in 2005 SCC (L&S)-690 (Viveknath Sethi V/s Chairman J & K Kashmir Bank).

It was further submitted that in spite of such facts, the Bank proved all charges independently and beyond doubt and the findings are based on evidence on record and in such case, the Tribunal has to see if management was justified in coming to the conclusion in a bonafide, fair and proper domestic enquiry that the charges against the employee were well founded and if there is some legal evidence on which finding can be based, the adequacy or even reliability of that evidence is not a matter to be canvassed before the Court and conclusive proof of guilt is not required in domestic enquiry and the Tribunal has no jurisdiction to reappreciate the evidence and set aside the order on the ground of insufficiency of evidence to prove the charges. In support of such contentions, the learned advocate for the management relied on the decisions mentioned below and many others.

- (i) 1999 SCC (L&S) 1424 (R. S. Saini V/s State of Punjab)(SC)
- (ii) 1999 LAB I.C. 3833 (SC) (High Court of Judicature Bombay V/s S. S. Patil)
- (iii) AIR 1974 SC - 555 (EP Royappa V/s State of Tamil Nadu)
- (iv) 1995 SCC (L&S) 292 (Govt. of Tamil Nadu V/s A. Rajapandian)
- (v) 2005 SCC (L&S) 298 (Bharat Forge Co. Ltd. V/s Uttam)

The learned advocate for the Bank also cited number of decisions on the point of punishment including AIR 1989 SC -1185 (Union of India V/s Parma Nanda), AIR 1994 SCC (L&S) 687 (State Bank of India V/s Samarendra).

Keeping in view the principles enunciated by the Hon'ble Apex Court in the decisions referred above and the other decisions on which reliance has been placed by the Bank, now, the present case at hand is to be considered.

In this case, as already mentioned earlier, the departmental enquiry is held to be legal and proper.

Perused the papers relating to the enquiry including the evidence adduced by the management, the enquiry report and the order of punishment and the order passed in appeal and found that the F.I.R. was lodged by the workman regarding theft of Rs.41,000. The workman had also made good of the said loss to the Bank. It is also found that the workman failed to discharge his duties with utmost integrity, honesty, devotion and diligence and acted prejudicial to the interest of the Bank. The findings in the departmental enquiry given by the Inquiry Officer are found to be on the basis of the materials on record and are not perverse. The mere repayment of the money by the workman no way absolved him from punishment in view of the proved serious misconduct against him. It is also found that punishment imposed against the workman is in no way disproportionate to the seriousness of the charges proved against the workman. Hence, it is ordered:

ORDER

The action of the management of Union Bank of India through its Asstt. General Manager, Regional Office, Central Road, Nagpur in awarding the punishment of withdrawal of special allowance to Shri J. L. Borkar, Head Cashier and stoppage of two increments for six months is legal, proper and justified and Shri J. L. Borkar is not entitled for any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 4 नवम्बर, 2010

का.आ. 2945.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. बी. एम. बी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 44/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-11-2010 को प्राप्त हुआ था।

[सं. एल- 23012/191/2009-आई आर(सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th November, 2010

S.O. 2945.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/2010) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Bhakra Beas Management Board, BBMB, and their workman, received by the Central Government on 4-11-2010.

[No. L-23012/191/2009-IR(CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH****PRESENT: Sri A. K. RASTOGI, Presiding Officer****Case No. I.D. 44/2010**

Registered on 12-07-2010

Sh. Anil Kumar C/o O. P. Batra, 3139,

Sector 46-C, Chandigarh

...Applicant

Versus

The Special Secretary, Bhakra Beas Management Board,

Madhya Marg, Sector 19-B, Chandigarh

...Respondent

APPEARANCES

For the workman : None.

For the Management : Sh. Ravinder Singh A.R.

AWARD

Passed on 28 October, 2010

Central Government vide Notification No. L-23012/191/2009-IR(C-14-II) dated 22-06-2010, by exercising its powers under Section 10 sub-section (1) Clause (d) and Sub-section 2(A) of the Industrial Disputes Act, 1947 (hereinafter referred to as Act) has referred the following Industrial dispute for adjudication to this Tribunal :—

“Whether the action of the management of BBMB, Chandigarh in terminating the services of Shri Anil Kumar S/o Late Shri Nanak Chand w.e.f. 28-2-2006 is legal and justified? To what relief is the workman entitled for?”

Notices were issued to the workman on 12-7-2010 and through Registered post on 17-8-2010 but he did not turn up. Notice sent by registered post to workman did not return undelivered. Management also remained absent today.

Since the workman failed to put in his appearance and to file his claim statement despite notice sent by registered post to him, reference is answered against him and it is held that the action of the management of BBMB, Chandigarh in terminating the services of Anil Kumar Son of Late Shri Nanak Chand w.e.f. 28-2-2006 is legal and justified. Workman is not entitled to any relief. The reference is answered accordingly. Let two copies of the award be sent to the Central Government after due compliance.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 4 नवंबर, 2010

का.आ. 2946.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एक. सी. आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 84/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-11-2010 को प्राप्त हुआ था।

[सं. एल- 22012/93/1997-आई आर(सी-11)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th November, 2010

S.O. 2946.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 84/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of FCI, and their workman, which was received by the Central Government on 4-11-2010.

[No. L-22012/93/1997-IR(C-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE**BEFORE SHRI J. P. CHAND, PRESIDING
OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR****Case No. CGIT/NGP/84/2002**

Date: 25-10-2010

Petitioner / Party No.1 : The General Secretary, FCI Employees Association, C/o FCI, Ajni, Nagpur

Versus

Respondent/ Party No. 2 : The District Manager, Food Corporation of India, Ajni, Nagpur.

AWARD

(Dated 25th October, 2010)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), the Central Government has referred the industrial dispute between the employers in relation to the management of FCI, Nagpur and their workman Shri K.B. Panchblhai and Others to the CGIT, Jabhalpur vide letter No. L-22012/93/1997-IR(C-II) dated 30-7-98 for adjudication with the following schedule :—

“Whether the action of the management of FCI represented through Sr. Regional Manager, Bhopal in imposing the penalty of recovery of Rs.2,75,220.23 from Shri K.B.Panchblhai & others vide its order dt.20-9-94 is legal, justified and proportionate to the charges of the alleged guilt? If not, to what relief, Shri K.B.Panchblhai is entitled and what other directions are necessary in the matter?”

2. Subsequently, the case was transferred to this Tribunal for disposal in accordance with the law.

3. The workman, Shri K.B.Panchbhai, through its union, filed the statement of claim stating therein that he was in the employment of Food Corporation of India since 14-6-72 and his service was governed under the FIC (Staff) Regulations 1971 (in short, "the regulation") and he was promoted from the post of Asstt. Grade-III (Depot) to Asstt. Grade-II, and then to Asstt. Grade-I (Depot) in the year 1983 and the period of his service was unblemished and, in 1983, after his promotion as Asstt. Grade-I (Depot), he was transferred to Madhya Pradesh Region and was posted to Food Storage Depot at Chola, Bhopal, where he joined on 1-8-83 and worked there upto 17-9-85, where after, he was transferred to Nagpur and the Regional Manager, FCI, Bhopal acting as the Disciplinary Authority issued a charge sheet dated 22-12-87 against him under Regulation 58 of the Regulation, on the allegation that while he was working as the Shed Incharge of "C" shed at Chola, during the year 1985-86 committed grave misconduct and deliberately and fraudulently misappropriate foodgrains (rice + wheat) valued at Rs.2,78,447.27 with ulterior motives and in a bid to conceal the misappropriation, shown the entire quantity of misappropriated foodgrains as storage loss and manipulated the depot records and the charges levelled against him were vague and subsequently, the Disciplinary Authority deleted the charge about misappropriation of foodgrains in respect of five stacks, from the original charge vide corrigendum No.V&S/4/60/1979 dt. 2-6-88 and the loss in the charge-sheet was reduced to Rs. 2,76,930.38 and in spite of submission of his explanation, the Disciplinary Authority appointed one Shri M. L. Jain, Deputy Manager (Enquiry) as the Inquiry Officer to enquire into the charges made against him and nine others and the Inquiry Officer was specifically directed to make the enquiry charge-sheet-wise separately, but contrary to the instructions, Shri Jain conducted preliminary enquiry on 10-4-89 under a common proceeding and subsequently, the Disciplinary Authority appointed one Shri A.R. Warriar as the Inquiry Officer in place of Shri Jain and one Shri K.Y. Wasudevan as a Presenting Officer and Shri Warriar also conducted common enquiries against all the charge-sheeted delinquents including himself and during the enquiry, out of the important documents, the gunny register was not produced by the management, which was very much required to find out the truth and as such, he was denied the opportunity to disprove the charges made against him and no witness was examined on behalf of the management, though such oral evidence was necessary for unfolding the circumstances of the case and the enquiry proceeding was concluded without production of the witness for the management or Court witness and the enquiry was conducted without following the principles of natural justice and in spite of the definite findings of the Inquiry Officer that he is responsible only for the loss of foodgrains of 2 stacks, Order was passed for recovery of 50% of the amount of Rs. 2,75,220.23 and the findings of the Inquiry

Officer that he was responsible for the loss is perverse and without any basis and there is no evidence on record in support of the findings and the punishment imposed is shockingly disproportionate to the charges levelled against him. The workman has prayed to quash the penalty order dt. 20-9-1994 and the consequent order dt. 5-6-1996 of the Zonal Manager, FCI, Mumbai and for refund of the entire amount already recovered from him alongwith interest.

4. The management, in its written statement has raised the preliminary objection regarding the maintainability of the reference on the ground that though the Disciplinary Authority awarded the penalty of recovery of the 50% loss of Rs. 2,75,220.23, subsequently, the Appellate Authority modified the penalty order of the Disciplinary Authority and imposed penalty to recover 50% of the total loss of Rs. 1,71,132.98 i.e. Rs. 85,566.49 and as workman did not exhaust the alternative available remedy of filing review petition before the Managing Director of FCI as per regulation 74 and approached the Tribunal directly, the industrial dispute raised by the workman deserves no merit and is liable to be dismissed. The management has also pleaded that while the workman was working at FCI, Chola Depot, Bopal during the year 1985, he was in charge of "C" shed and he put the corporation to loss of 1324,52,800 quintals of wheat and rice in different stacks amounting to Rs. 2,78,447-27, for his personal gain and therefore, disciplinary proceeding, under regulation 58, was initiated against him and charge-sheet was submitted and the disciplinary proceeding was conducted by observing all the prescribed procedures and recovery of 50% of the loss of Rs.2,75,220.23 was imposed as penalty against him and the workman preferred an appeal against such order and the Appellate Authority considered his appeal and reduced the penalty and modified the order of the Disciplinary Authority directing recovery of only Rs.85,566.49 and during the enquiry, as the gunny register was found not to be required to prove the charge levelled against the workman, by the Representing Officer, such document was not produced and the witness for the management was not able to appear before the Inquiry Officer, due to his pre-occupation in other official duties and as such no witness was examined on behalf of the management and the findings of the Inquiry Officer are based on evidence on record and are not without any basis and the penalty imposed is appropriate to the charge levelled against the workman.

5. The validity of departmental enquiry was taken as a preliminary issue and order was passed on 3-7-2007 holding the departmental enquiry to be legal, proper and in accordance with the principles of natural justice.

6. Perused the record alongwith the documents of the departmental enquiry, the enquiry report, order of punishment, the appeal memo and order passed by the Appellate Authority. Admittedly, in the departmental

enquiry, no oral evidence was adduced by the department. However, the workman examined himself as a witness in his defence. Basing on the documentary evidence and taking into consideration the oral evidence of the workman, the Inquiry Officer submitted his report stating therein that the department failed to prove the charge of misappropriation against the workman, but held that the workman was negligent in performance of his duties, as a result of which, there was shortage loss and the workman was responsible for the loss in two stacks, bearing No.-C-3/9 and C-4/9. However, the Disciplinary Authority did not agree with the findings of the Inquiry Officer and impose the penalty of recovery of 50% of the loss of Rs.2,75,222.23 against the workman. The workman preferred an appeal against such order before the Zonal Manager (West) of Food Corporation of India and the Appellate Authority allow the appeal in part and held the workman responsible for loss of nine stacks and modify the penalty by directing recovery of 50% of the total loss of Rs. 1,71,132.98 i.e. Rs.85,566.49.

7. Before delving into the merit of the case, I think it proper, first of all, to take up the preliminary objection raised by the management regarding the maintainability of the reference of the industrial dispute to the Tribunal. According to the management, the workman did not exhaust all the remedies available to him under the Regulation and did not prefer to file a review petition as per regulation 74 of the Regulations and as such, the reference does not deserve any consideration in support of such contention, management has relied on the decision of the Hon'ble Court in Miscellaneous Petition No.496 of 92. The said Miscellaneous Petition had been filed by an employee of Food Corporation of India against Food Corporation of India as the major penalty of dismissal from service had been inflicted on him by the department and in that Misc. Petition, the FCI had raised objection about the maintainability of the petition on the ground of availability of alternative efficacious remedy in terms of regulation 74 of the Regulations and the Hon'ble Court while considering such objection held that, "in view of the remedy available under regulation 74, I deem it improper to examine the matter in this Writ Petition and dispose of this Writ Petition with liberty to the Petitioner to resort, if advice to regulation 74 by way of application for review before the board of Respondent No.1".

8. In this case, it is found from the record that even before the final disposal of the appeal preferred by the workman, he raised the dispute before the Government and accordingly Government referred the dispute to this Tribunal. As a statutory forum created by the Regulations for redressal of specified grievances was available to the workman, the workman should have exhausted the same before approaching the Government to refer the industrial dispute to the Tribunal for adjudication. However, as the matter is pending since 1998, I do not think it proper to direct the petitioner to take resort of filing of a review

petition (as directed by the Hon'ble Court in the above decision), and as such I think it proper to decide the dispute on merit.

9. In this case, admittedly, validity of the enquiry has been held to be proper. On perusal of the documents on record, it is found that there is no dispute that while the workman was the Shed incharge of "C" Shed of the Depot of F. C. I. at Cholla during 1985-86, two stacks, stacks No. C-II/9 and C-IV/-9 were liquidated during the said period. It is also not disputed that 9 stacks, stack Nos. C-III/2(R), C-I/8(R), C-II/7(R), C-I/14(W), C-I/3(W), C-II/8(W), C-IV/15(W), C-IV/8(W) and CAP though were not killed during the said period, they were built by the workman and remained in his custody for a substantial part of their storage life. It is also not disputed that the workman was in charge of the said stacks till 17-9-85. The workman has admitted about entrustment of the stacks to him. It is found from record that in those stacks, there was shortage of huge quantity of Wheat and Rice. The main grounds taken by the workman were that, at the time of receiving the stocks, weighment of 10% of the entire stock was being made; whereas at the time of delivery, weighment of 100% of the stock was made by weighment bridge and adoption of two standards of measuring was the main cause of the shortage and the other cause of shortage loss was due to the loss of moisture. The Appellate Authority, while disposing the appeal filed by the workman took into consideration those objections and after giving reasons rejected the objections and held the workman responsible for the loss of Wheat and Rice amounting to Rs.1,71,132.98, alongwith another employee and accordingly imposed penalty of recovery of 50% of the said amount i.e. Rs. 85,566.49. After going through the order passed by the Appellate Authority, I find that the reasons assigned by him for rejecting the objections raised by the workman are quite correct and the findings are also based on reasons and the penalty imposed is not disproportionate to the charges levelled against the workman. When entrustment of the stacks of wheat and rice, as mentioned above, has been admitted by the workman. Hence, the burden was on him to show by adducing acceptable evidence that the shortage loss in the stacks entrusted to him was due to adoption of two standard of weighments of the stock and loss of moisture during the storage period. However, the workman has failed to prove the same by adducing sufficient evidence. Hence, I find that the findings are not perverse and the punishment imposed is not disproportionate to the charge levelled against the workman. Hence, it is ordered:

ORDER

That the action of the management of the F.C.I. in imposing the penalty for recovery of Rs.85,566.49 against the workman Shri K.B. Panchabhai is justified and the workman is not entitled for any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 4 नवम्बर, 2010

का.आ. 2947.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं चेन्नई हारबर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 16/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-11-2010 को प्राप्त हुआ था।

[सं. एल-22012/271/2007-आई आर(सीएम-II)]

डी.एस.एस.श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th November, 2010

S.O. 2947.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 16/2009) of the Central Government Govt. Indus. Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the management of Chennai Harbour, Chennai 600 006 and their workmen, received by the Central Government on 4-11-2010.

[No. L-22012/271/2007-IR (CM- II)]

D. S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

Friday, the 29th October, 2010

Present : A. N. Janardanan, Presiding Officer

Industrial Dispute No. 16/2009

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947), between the Management of Food Corporation of India and their workman)

BETWEEN

Sri R. Elumalai : 1st Party/Petitioner

AND

The Dy. Manager : 2nd Party/Respondent
Food Corporation of India
Chennai Harbour,
Chennai-600006

APPEARANCES:

For the 1st Party./Petitioner : Sri. E. Giri Rajan

For the 2nd Party/Management : Mr. M. Imthias

AWARD

The Central Government, Ministry of Labour vide its order No. L-22012/271/2007-IR (CM-II) dated 10-11-2008

referred the following Industrial Dispute to this Tribunal for adjudication :

The schedule mentioned in that order is :

“Whether the action of the Management of Food Corporation of India in dismissing Sri R. Elumalai w.e.f. 20-02-1998 vide Managements order dated 23-10-1998 is legal and justified ? If not, to what relief is the workman entitled ?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 16/2009. Pursuant to notice both the parties entered appearance through their respective Advocates and filed their Claim and reply Statement as the case may be.

3. The Claim Statement contention read as follows :

Petitioner who joined the service as permanent employee under the Respondent had 18 years of unblemished service. While he was working at the Port in Chennai as Nozzle-Man on a regular pay-scale he had to go on leave from 20-02-1998 to 06-07-1998 on medical grounds. While reporting for duty on 07-07-1998 with Medical Certificate, the same was rejected and he was not permitted to join duty. He was terminated on 23-10-1998 w.e.f. 22-02-1998. He was issued a Charge Memo on 15-09-1998 intimating his liability for termination from service as per the Standing order, but without mentioning the provision under which it is a misconduct. The principles of natural justice have not been adhered to. No domestic enquiry was held. The action is violative of Article-311 of the Constitution of India. The punishment is unilateral, arbitrary, vindictive and in violation of principles of natural justice. There was no proper service of notice pertaining to enquiry, charge memo or order of punishment. Ill-health of the petitioner revealed through the medical records submitted did not find consideration. The punishment is not proportionate to the misconduct of long absence. Charge is vague and not specific. The action is not bonafide and is in unfair labour practice. There is factual and legal victimization. The past record of the petitioner was not taken into account. The petitioner is suffering unemployment after termination. Hence the petitioner may be re instated with all benefits.

4. The allegations in the Reply Statement are as follows :

All allegations in the Claim Statement except those admitted are denied. The ID is not maintainable in law or on facts. It is devoid of merits and is liable to be dismissed in limine. Petitioner employed as departmental labour by FCI at Madras Harbour had been very irregular in attendance. He absented from duty on 20-02-1998 to 06-07-1998 for 139 days without intimation. He submitted leave application for the absence only on 08-07-1998 with medical and fitness certificate. After submitting his

application also he absented from duty. Office Memo dated 21-07-1998 was not accepted by him. Another Memo dated 15-09-1998 despatched to his residential address returned undelivered. On 28-09-1998, he requested by representation not to proceed against him. By then he had been absent for 221 days. As per Rule-19(4) of Certified Standing Order for Workmen employed at Madras Harbour by Food Corporation of India, workmen absent for more than 15 consecutive days without leave or remaining absent for more than 15 consecutive days beyond the period of leave originally granted shall be deemed to have left the service without notice and his name will be removed without further notice. Hence the action taken by the Joint Manager (Operations) is valid and legal. Similar actions have been upheld by this Tribunal. Petitioner has received his terminal benefits without protest and without challenging the termination. After 9 years of delay and laches now he has raised the ID. The action is only in accordance with law and is justified.

5. Points for consideration are :

- (i) Whether the termination of the petitioner is legal and justified?
- (ii) To what relief the concerned workman is entitled.

The evidence consists of the testimony of WW1, the petitioner and Ex-W1 to Ex-W13 on the petitioner's side and the testimony of MW1 and Ex-M1 on the Respondent's side.

Points (i) & (ii)

6. Heard both sides. Perused the evidence, documents and records. The learned counsel for the petitioner would argue that the termination of the petitioner from service being without enquiry there is violation of principles of natural justice and the action is vitiated for that - reason. There is no delay in approaching the Tribunal. He has given various representations to different authorities for redressal of his grievance which though are after the termination, still ex-post facto events are relevant at times depending upon the facts and circumstances of each case. When there is an illegality even delay in approaching the Court does not affect the claim of the petitioner. Even in the Standing Order as per Clause-23(4) domestic enquiry is mandatory. Again it is pointed out that prior approval is not possible for proceeding on leave invariably in all cases. His representations were left unheeded. In the absence of an intimation given to the workman in writing the termination is not valid. There is violation of principles of natural justice and Article-14 of the Constitution. No approval was obtained under Section 33(2)(b) of I D Act which vitiates the action. Though, the petitioner has had to proceed on leave for inevitable reasons he sought to regularize the absence by submitting leave application. The action of

the Respondent is illegal and the petitioner is to be reinstated into service.

The decisions relied on by the learned counsel for the petitioner are :

- GAUSHANKAR VISHWAKARMA AND EAGLE SPRING INDUSTRIES (P) LTD AND OTHERS (1994-III-LLJ-SUPPL-689) wherein High Court of Bombay held "the Learned Counsel appearing for the Respondent No. 1 Company submitted to the orders of the court. Admittedly, the 1st Respondent Company has not given any notice to the workman either calling upon him to resume the duty or asking him to show cause as to why his services should not be terminated for his failure to resume his duties. No wonder, therefore, that there was no inquiry held before the termination of his service. In fact, according to Respondent No. 1 Company, there was no termination of service. Their case is that the petitioner-workman had abandoned the service by refusing to come and to resume the work. It is difficult to accept this case. It is now well settled that even in the case of the abandonment of service, the employer has to give a notice to the workman calling upon him to resume his duty and also to hold an enquiry before terminating his service on that ground".
- UP STATE TEXTILE CORPN- SPINNING MILLS, JHANSI VS- STATE OF UP AND OTHERS (1998-III-SUPP-91) High Court of Allahabad held "the Certified Standing Order No. 14 providing that if an employee remains absent for 15 consecutive days, without leave or without any intimation or sufficient reasons, will be deemed to have abandoned the employment of the mills is unconstitutional. The management is not justified in striking off the name of the employee concerned from the rolls by drawing a presumption that the employee has abandoned the job. As the action amounts to punishment, it is imperative for the management to initiate disciplinary proceedings". It is also pertinent to note the view of modern jurists that when an action is unconstitutional or unjust the same is apt to be defined.
- MANAGEMENT OF TAMIL NADU STATE TRANSPORT CORPORATION VS- PRESIDING OFFICER, LABOUR COURT, CUDDALORE AND ANOTHER as per judgment dated 12-08-2008 held that "no person can ask for prior leave if he falls ill, as the illness does not come giving notice to a person".
- ZENIT MATAPLAST (P) LTD VS- STATE OF MAHARASHTRA AND OTHERS (2009-10-SCC-388) Apex Court held "action of State and its instrumentalities -

Should be fair, bona fide, non-discriminatory and unbiased—Its decision should be based on rule of law and known principles and should not be unpredictable”.

7. The learned counsel for the Respondent argued that petitioner had been on long leave with no prior permission obtained. Even after notice he did not attend. Show Cause Notice was issued. Domestic enquiry was not held for the above reason. Petitioner did not report for duty from 20-02-1998 till termination. It is after 9 years that he has approached the Court which is after having received all his benefits. His remedy is barred by laches if not under the law of limitation- His termination from service is justified.

8. All the above decisions pinpoint to the only aspect that enquiry should be held after launching a proper disciplinary action against the delinquent whereby he gets a fair opportunity to participate in the enquiry held against him. While he proceeds on leave against the mandatory provisions of Standing Orders still one cannot jump into a conclusion that he has transgressed the provision and action is to follow automatically by way of terminating him from service. The case of the petitioner is that he was sick and after the expiry of the leave he applied for leave with Medical Fitness Certificate which the Management was not accepting. The mandatory requirement of the provision has to be read in harmony with change in circumstances under which the workman may not still be able to comply with it in stricto-sensu of the provision. As held by the High Court of Madras “no person can ask for prior leave if he falls ill, as the illness does not come giving notice to a person”. This ruling underlies a principle which a management authority has to bear in mind while rejecting an application for leave. Admittedly, no enquiry was held against the petitioner. By holding no enquiry principles of natural justice are violated thereby vitiating the action taken. It is worthy to note that even under Clause 23(4) of Standing Order domestic enquiry is mandatory. The requirement of Rule-19(4) of Certified Standing Order has to be read subject to Clause-23(4). Though the so-called notice sent to the petitioner is returned undelivered and that his whereabouts were not disclosed admittedly the petitioner had represented on 28-09-1998 not to proceed against him. His termination was on 23-10-1998. Discernibly there is no valid reason for the Management not to conduct an enquiry after launching a due and proper disciplinary action. The acceptance of gratuity without protest cannot be a ground to estop the petitioner from putting forth his claim herein made. Limitation Act is not applicable to Industrial Disputes. The laches alleged against the petitioner cannot be found to be exactly true because even after his dismissal he has been resorting to various methods for seeking redressal of his grievance through representations sent before different authorities. Though they are assailable as being ex-post facto events they cannot be regarded as

irrelevant especiable in view of the fact that the petitioner has not had an opportunity to participate in an enquiry. His absence without prior permission or without application for leave is only to be regarded as not intentional. The period of such an instance occurs only once. The same cannot be reckoned as a recurring irregular conduct on the part of the petitioner Medical Certificate shows that he had been suffering from sickness.

9. On all these considerations the absence of the petitioner cannot be reckoned so serious as to inflict on him a grave punishment of termination from service. Therefore, the action of the Management is illegal and unjustified. The same is set aside and the petitioner is to be reinstated into service forthwith with backwages, continuity of service and all attendant benefits. It is so ordered.

10. The reference is answered accordingly.

(dictated to the P. A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 29th October, 2010)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner : WWI, Shri R. Elumalai
For the 2nd Party/ : MWI Sri G. Puthiran
Management

Documents Marked :
On the petitioner's side

Ex.No.	Date	Description
Ex. W1	08-07-1998	Leave Application by claimant with Medical Certificate
Ex. W2	21-07-1998	Memo issued by Respondent
Ex. W3	15-09-1998	Provisional Show Cause Notice
Ex. W4	28-09-1998	Representation given by Claimant
Ex. W5	10-10-1998	Representation given by Claimant
Ex. W6	23-10-1998	Termination order of the Respondent
Ex. W7	30-11-1998	Explanation given by the Claimant
Ex. W8	07-04-1999	Sanction Order-Gratuity
Ex. W9	21-04-1999	Gratuity amount payable to Claimant
Ex. W10	27-04-1999	Memo-request the Claimant to Receive Gratuity
Ex. W11	05-02-2007	Respondent clarification on Gratuity
Ex. W12	17-07-2007	Reply by Respondent before the Dy. CLC (C), Chennai

440846/10-15

Ex. W13 15-02-2008 Respondent letter regarding CPF

AWARD**On the Management's side :**

Ex.No.	Date	Description
Ex. M1	03-01-1970	Standing Orders for workman employed under the Joint Manager (Port Operations) Food Corporation of India, Madras

नई दिल्ली, 4 नवम्बर, 2010

का.आ. 2948.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी. डब्ल्यू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 61/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-09-2010 को प्राप्त हुआ था।

[सं. एल-42011/85/2007-आई आर (डीयू)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 4th November, 2010

S.O. 2948.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 61/2007) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of CPWD and their workman, which was received by the Central Government on 16-09-2010.

[No. L-42011/85/2007-IR (DU)]
RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO.1, KARKARDOOMA COURT COMPLEX, DELHI**

I.D. No. 61/2007

Shri Budhi Sagar & 5 others,
Represented by the General Secretary,
CPWD Mazdoor Union,
Room No.95, Barracks,
No. 1/10, Jam Nagar House, Shahjahan Road,
New Delhi-110011, ... Workman

Versus

The Director General of Works,
CPWD,
Nirman Bhawan,
New Delhi-110001. ... Management

Central Public Works Department (hereinafter referred to as the management) engages drivers in its Boarder Fencing Divisions at Jaisalmer, Amritsar, Punjab Circle I as well as R. K. Puram, New Delhi, as casual employees. When work in respective boarder fencing divisions come to an end, vehicles are transferred to Delhi or other stations, with an advice to the driver(s) plying the vehicle to report to that station. Executive Engineer of the station, where vehicle is transferred, engages that driver in his division, since, such an arrangement has been made at the level of the Chief Engineer. On being transferred to the division(s), as detailed above, the driver(s) work there, Shri Budhi Sagar was engaged on 22-10-90 at Punjab Circle, I, East Block, R. K. Puram, New Delhi, Rajinder was engaged on 10-10-90 in Amritsar Division, Ravinder Singh was engaged on 31-5-94 in Boarder Fencing Division II, Jaisalmer, Prakash Chand was engaged on 10th November, 90, in B. F. R. East Block-I, Boarder Fencing Division, East Block-I, R. K. Puram, New Delhi, Tika Ram was engaged on 5-7-94 in B. F. D. 2, Jaisalmer, Rajasthan and Shri Sher Singh was engaged on 11-11-94 in BFD-I, Jaisalmer, Rajasthan. They were transferred from one division to another and working at Delhi Aviation Division East Block VII, R. K. Puram, New Delhi, S. Division East Block IV, R. K. Puram, New Delhi, U. Division, C.G.O. Complex, New Delhi, F-Division Krishna Bhawan, Vigyan Bhawan Circle, New Delhi, Jaipur Central Division No. 1 Rajasthan and A Division, I. P. Bhawan, New Delhi, respectively on 19th of April, 2005. They raised a demand for regularization of their services. Since the management was not willing to give their due, conciliation proceedings failed. On consideration of failure report, submitted by Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-42011/85/2007-IR(DU) New Delhi dated 25th of July, 2007, with following terms :

“Whether the demand of CPWD Mazdoor Union for regularization of service of Budhi Sagar, Shri Ranjit Singh, Shri Ravinder Singh, Shri Prakash Chand, Shri Tikaram and Shri Sher Singh as drivers is legal and Justified? If yes, to what relief the workmen are entitled to and from which date(s)?”

2. Claim statement was filed on behalf of the claimants detailing that Budhi Sagar was initially engaged as a driver on 22-10-90, Ranjit Singh was engaged on 10-10-90, Ravinder Singh was engaged on 31-5-94, Prakash Chand was engaged on 10-11-90, Tika Ram was engaged on 5-7-94 and Sher Singh was engaged on 10-11-94 at Punjab Circle I, East Block, R.K.Puram, New Delhi, Amritsar Division, E.B.F. D-II Jaisalmer (Rajasthan), B.F.R. East Block-I, R.K.Puram, New Delhi, B.F.D.-II Jaisalmer, Rajasthan and B.F.D.-I, Jaisalmer, Rajasthan, respectively. They were working at Delhi Aviation Division, East Block, Label-7, R.K.Puram, New Delhi, S. Division, East Block-4,

R.K.Puram, Delhi, U Division, CGO Complex, New Delhi, F Division, Krishi Bhawan, Vigyan Bhawan Circle, New Delhi, Jaipur, Central Division-I, Rajasthan, A Division, I.P. Bhawan, New Delhi respectively. A demand was raised for regularization of their services. Though 8982 posts were sanctioned by the management in 1992 for regularization of daily rated workers, yet their services were not regularized. They have been kept as daily wage for a long period, which act of the management amounts to unfair labour practice. It has been projected that on 2nd of December, 2002, a settlement was arrived at between CPWD Mazdoor Union on one hand and the management on the other, wherein it was agreed that management shall examine the demand regarding regularization of daily rated workers under muster roll, hand receipt and work order for filling up of all resultant vacancies of workers working in the establishment of CPWD and take action as per rules. Despite the settlement so arrived at, the management had not taken any steps for regularisation of their services. Shri Budhi Sagar expired on 25-7-2007 and benefits which would accrue to him on regularization of his services may go to his legal heirs. It has been claimed that their services may be regularized from the date(s) of their entry in the service of the management.

3. Contest was given to the claim by the management pleading that the claimants were engaged as casual labours, without following recruitment procedure. Since they were not required to possess qualification prescribed for regular post to which they were appointed as casual labours, nor they fulfil the requirement, hence they are entitled for regularization in the services. Since they were engaged on casual basis in different division of the management, they cannot claim regularization of their services on the basis of the order dated 30-9-92, passed by the management. In 1992, 8982 posts were created for regularization of the casual workers who were engaged prior to 19-11-85, the date when ban was imposed on engagement of a casual worker. Since they do fall in the category for which aforesaid posts were created, they cannot claim regularization against those posts. However, eligible persons were regularized against 8982 posts, so created. It has been projected that Ranjit Singh, who was worked at Chandigarh Central Division No. 1 at the time of filing the claim, cannot claim benefit of service rendered by him in Delhi Division. Legal heir of Budhi Sagar would not be entitled to any benefits in the matter. However, Smt. Sunita Pondel widow of deceased Budhi Sagar can raise a claim for his gratuity. Since the claimants were not engaged in accordance with the recruitment rules, they are not entitled for regularization of their services. Regularisation of a muster roll employee have to be done against a particular vacancy, after fulfillment of recruitment procedure. Since none of the claimant was appointed in pursuance of recruitment rules they are not entitled for regularization of their services.

4. Shri Ravinder Singh (WW1), Sher Singh (WW2) Prakash Chand (WW3) and B.K.Pd. (WW4) tendered their affidavits as evidence. They were cross examined at length on behalf of the management. Shri D. B. Gupta, Executive Engineer, tendered his affidavit as evidence on behalf of the management. He was cross examined at length on behalf of the claimants. No other witness was examined by either of the parties.

5. Arguments were heard at the bar. Shri B.K.Prasad, authorised representative, advanced arguments on behalf of the claimants. Ms. Meenakshi Aggarwal, assisted by Shri A. K. Pandey, authorised representative, advanced arguments on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :-

6. Shri D. B. Gupta, Executive Engineer concedes during the course of his cross examination that Budhi Sagar was engaged on 22-10-90 at New Delhi and was working at Noida Central Division on 1-6-2006. He projects that Ranjit Singh was employed on 10-10-90 at Boarder Fencing Division II Bikaner Rajasthan and was working at Chandigarh since 17-11-2006. Ravinder Singh was engaged on 30-5-94 in Boarder Fencing Division III, Jaisalmer, Rajasthan and was working in Delhi w.e.f. 10-10-95. Prakash Chand was engaged on 7-11-90 in Boarder Fencing Division IInd, B. K. Puram, New Delhi. Shri Tika Ram was engaged on 5-4-94 in Boarder Fencing Division II, Jaisalmer, Rajasthan and was working in Jaipur w.e.f. 1-3-97. Sher Singh was engaged on 10-11-94 in Boarder Fencing Division I, Jaisalmer and was working in Delhi w.e.f. 23-1-98. He highlights that when work in respective boarder fencing division comes to an end, vehicle(s), driven by the aforesaid claimant(s), were transferred to Delhi or other stations with an advice to the claimant(s) to join at the places where their vehicle(s) were transferred. Such an arrangement was made at the level of Chief Engineer. Surplus vehicles were transferred to other zones on the order of the Chief Engineer. Therefore, out of facts so detailed by Shri Gupta, it is emerging over the record the claimants are serving the management since 12-10-90, 10-10-90, 31-5-94, 10-11-90, 5-7-94 and 10-11-94 respectively. Continuity in their service has not been disputed by Shri Gupta.

7. Shri Gupta highlights that Murari Lal joined services as a driver on 14-6-94. On this count Ravinder Singh swears in his affidavit that Murari Lal was on engaged as a driver on 14-6-94 at Boarder Fencing Division-II Jaisalmer, Rajasthan, whose services were regularized w.e.f. 6-2-2009. Shri Gupta does not dispute that services of Shri Murari Lal were regularized. However, he projects that services of Murari Lal were regularised in pursuance of orders passed by Central Administrative Tribunal.

Shri Ravinder Singh proves the orders passed by Central Administrative Tribunal as Ex WW1/5. Therefore, out of facts projected by Shri Ravinder Singh and those conceded by D. B. Gupta, it is evident that Murari Lal was engaged as a driver by the management on 14-6-94, whose services were regularized w.e.f. 6-2-2009 on the strength of orders Ex. WW 1/5.

8. Orders Ex.WW1/5 highlight that Murari Lal approached Central Administrative Tribunal with a request for regularization of his services on completion of six years of service. It was agitated before the Tribunal that his representation dated 26-12-2001 pends adjudication. He sought indulgence of the Tribunal on the basis of order dated 21-1-99 and 29-1-2001 passed in OAs 1138 and 1154 of 97 and O.A. 1948 of 2000 respectively. The Tribunal directed the management to consider representation dated 26-12-2001 in the light of its pronouncements dated 21-1-99 and 29-1-2001. In pursuance of the said order, the management regularized the services of Murari Lal w.e.f. 6-2-2009. Murari Lal was admittedly Junior to Budhi Sagar, Ranjit Singh, Prakash Chand and Ravinder Singh.

9 Equality before law and equal protection of laws are fundamental rights of every person, ordains Article 14 of the Constitution. The guiding principles laid in Article 14 are that persons, who are similarly situated, shall be treated alike both in privileges conferred and liability imposed, which means that amongst equals the law should be equal and should be equally administered and that like should be treated a like. Article 16 of the Constitution guarantees equality of opportunities for all citizens in matters relating to employment or appointment to any office under the State. What is guaranteed is the equality of opportunity. Like all other employers, government is also entitled to pick and choose from amongst a large number of candidates offering themselves for employment. But the selection process must not be arbitrary. The guarantee given by clause (a) of Article 16 of the Constitution will cover (a) initial appointments (b) promotions (c) termination of employment (d) and matters relating to salary, periodical increments, leaves, gratuity, pension, age of superannuation etc. Matters relating to employment or appointments include all matters in relations to employment both prior and subsequent to the employment which are incidental to the employment and form part of the terms and conditions of such employment.

10. Fundamental rights guaranteed by Article 14 forbids class legislation, but does not forbid classification or differentiation which rests upon reasonable ground of discretion. Classification is the recognition of the relations, and in making it the government must be allowed a wide latitude of discretion and judgment. In a way, the consequences of such classification would undoubtedly be to differentiate persons belonging to that class from

others. The classification must be founded on an intelligible differentia which distinguishes persons or things that are grouped together from others left out of the group and the differentia must have a rational relation to the object sought to be achieved. Classification may be made according to the nature of persons, nature of business, and may be based with reference to time.

11. Concept of equality guaranteed by Article 16 of the constitution is something more than formal equality and enables the underprivileged groups to have a fair share by having more than equal chance and enables the state to give favoured treatment to those groups by achieving real equality with reference to social needs. 'Protection discrimination' enabled the state to adopt new strategy to bring underprivileged at par with the rest of the society, by providing all possible opportunities and incentives to them. Therefore a class may be allowed to have preferential treatment in the matter relating to employment or appointment. There cannot be rule of equality between members of separate and independent group of persons. Persons can be classified in different groups, based on in terms of nature of persons, nature of business and with reference to time. Therefore classification based on experience, in relation to time for which personal drivers employed by the officers of the bank had served, has a reasonable differentia.

12. As per admitted facts Murari Lal joined services with the management as a casual driver at Boarder Fencing Division II Jaisalmer, Rajasthan. It is not the case of the management that his services were engaged in consonance with recruitment rules. It is also not case of the management that he was serving at Jaisalmer on the date when his services were regularized. He was transferred to Ghaziabad Central Division, I-Hindon Airport. When he sought regularization of his services and moved his representation on 26-12-01 at that time he was working at Hindon Airport Ghaziabad. Therefore, case of Murari Lal is identical to the case(s) of Budhi Sagar, Ranjit Singh, Ravinder Singh and Parkash Chand. All of them are in the same bracket. It cannot be said that there are disparity in the facts and circumstances of the case of Murari Lal and that of Budhi Sagar, Ravinder Singh, Ranjit Singh and Prakash Chand.

13. Can management be permitted to treat equals differently? Answer lies in negative. In Bal Kishan [1990 (1) LLJ 61] the Apex Court announced that no junior shall be confirmed or promoted without considering the case of his senior. The observations made by the Apex Court are reproduced thus :

"In service, there could be only one norm for conferment or promotion of person belonging to the same cadre. No junior shall be confirmed or promoted without

considering the case of his senior. Any deviation from this principle will change Centralizing effect in service apart from their being contrary to Article 16(1) of the Constitution."

14. The management projected that in Uma Devi [2006(4) SCC1] the Apex Court ruled that a person who entered service dehors the rules has no right for regularization or continuance in service. The principle of law laid by the Apex Court in the aforesaid case is not a matter of dispute. Whether the law so laid would allow the management to discriminate the claimants from Shri Murari Lal, who was junior to them and placed on similar paderstral ? Such a proposition was considered by the Apex Court in Pooran Chandra Pandey [2007 (12) Scale 304], wherein it was announced that precedent in Uma Devi (supra) cannot be applied mechanically without considering facts of a particular case. In Uma Devi it was ruled that a person, who entered the government service dehors rules cannot claim as right for continuance or regularization of service. However, the said decision nowhere speaks of a case where regularization in service has been sought in pursuance of fundamental rights guaranteed by Article 14 of the Constitution. In Pooran Chandra Pandey (supra) there were two sets of employees who were daily wagers, that is, (i) the original employees of the U.P. State Electricity Board, and (ii) the employees of the society, who subsequently became employees of the Electricity Board. The High Court ruled that there was no ground for discriminating between the two sets of employees. When issue reached the Apex Court it was ruled that since the parties were all appointed in the society before 4th of May, 1990, they cannot be denied benefit of the decision of the Electricity Board dated 28th of November, 1996, permitting regularization of the employees of the Electricity Board who were working from before 4-5-1990. It was announced that to take a contrary view would violate Article 14 of the Constitution. The courts cannot read Uma Devi case in a manner which will make it in conflict with Article 14 of the Constitution. Thus the Apex Court made it clear in Pooran Chandra Pandey (supra) that when regularization is to be ordered in pursuance of Article 14 of the Constitution precedent laid down in Uma Devi will not come in between.

15. Relying law laid in Pooran Chandra Pandey (supra), it is announced that it does not lie in the mouth of the management to seek refuse in the principles of law laid in Uma Devi with a view to deny equality to the claimants. Therefore, it is commanded that claimants, namely, Budhi Sagar, Ranjit Singh, Ravinder Singh and Prakash Chand would be regularized in the service by the management on the same standards on which Murari Lal was regularized. They would be regularized from the date whenever vacancies were available for them and in any eventualities not later from the date when services of Murari Lal were regularized.

16. Budhi Sagar met his death on 25-7-2007. In case there is no vacancy available for him for his regularization prior to 25-7-07, in that situation the command so given would not accord any benefit to his legal representative.

17. Shri B. K. Prasad swears in his affidavit that settlement dated 2nd of September, 2002 was entered into between CPWD Mazdoor Union and the management, copy of which settlement is Ex.WW 4/4. During the course of his cross examination, the management tried to project that in settlement Ex. WW4/4 it was never agreed to regularize services of daily rated, hand receipt or casual workers. However, contents of settlement and the date on which it was arrived at are not a matter of dispute. The stand taken by the management is contrary to the record. WW4/4 highlights that management agreed to examine demand No. 5 and 6 regarding regularization of daily rated worker under muster roll; hand receipt and work order for filling up of all resultant vacancies of workers working in the establishment of the management and take action as per rules. The settlement discards the contention advanced by the management. It was agreed that steps for regularization of daily rated worker under muster roll, hand receipt and work order would be taken by way of filling up all resultant vacancies of workers working with the management. Therefore, settlement Ex.WW4/4 highlights that the management agreed to examine the demand raised by CPWD Mazdoor union for regularisation of daily rated muster roll, hand receipt and work order employees by way of filling all vacancies pending for the purpose.

18. Whether settlement EX.WW4/4 is in operation? The said settlement was arrived at between the parties in the course of conciliation proceedings and is being on the parties as provided by sub section (3) of section 18 of the Industrial Disputes Act, 1947 (in short the Act). This settlement shall be binding for such period as is agreed upon by the parties and if no such period is agreed upon for a period of six months from the day on which the memorandum of settlement is signed by the parties and shall continue to be binding, after the expiry of the period aforesaid until the expiry of two months from the date on which a notice in writing of an intention to terminate the settlement is given by one of the parties to the other party to the settlement, enacts sub section (2) of section 19 of the Act. Therefore, a settlement arrived at in the course of conciliation proceedings with a recognized majority union will be binding on all workmen of the establishment and even to those who belong to the minority union which had objected to the same. The object obviously is to be upheld the sanctity of settlement reached with the active assistance of the Conciliation Officer and to discourage an Individual employee or a minority union from scuttling the settlement. A settlement reached with the help of Conciliation Officer has an under-lying assumption that it must be fair and reasonable and can, therefore, safely be made binding not only of the workmen

belonging to the union signing the settlement but also on others. Law to this effect was laid by the Apex court in *Baruni Refineries Pragatisheel Shramik Parishad* [1991 (1) L.L.J. 46].

19. A settlement shall be binding upon the parties for such period as is agreed upon or for a period of six months from the day on which the memorandum of settlement is signed by the parties and shall continue to be binding on the parties after expiry of the period referred above, expiry of two months from the date on which a notice in writing of an intention to terminate the settlement is given by one of the parties to the other party to the settlement, as detailed above. Thus there are three stages with different legal effects on the life of a settlement. There is a specific period contractually or statutorily fixed as the period of operation. After expiry of statutorily fixed as the period, settlement does not cease to be effective. But it continues to be binding on parties until notice has been given by one of the parties of its intention to terminate it and two months have not elapsed from the date of such notice. This is the second stage. The last stage is arrived at when period of notice, under sub-section (2) of Section 19 of the Act, expires. After this the settlement ceases to be binding under the Act. However, termination of the settlement will not have effect of extinguishing the rights following therefrom.

20. No case has been projected that a notice as contemplated by sub-section (2) of Section 19 of the Act was given to terminate the settlement and period of two months have passed thereafter. Hence settlement Ex.WW4/4 is still in operation. Right and obligation which flow from the settlement are not wiped out. Settlement Ex.WW4/4 is binding upon the parties and management cannot run away from its liabilities contained in the said settlement.

21. Management is duty bound to examine the cases of regularization of Tika Ram and Sher Singh in pursuance of the contents of the said settlement, in case vacancies are available for them for regularisation of their services. Therefore, it is commanded that management would initiate the process of regularization of these two claimants also and would regularize them from the date whenever the vacancies are available and in all eventualities not later than the date when the award comes in operation. An award is accordingly passed.

Dr. R. K. YADAV, Presiding Officer

Dated : 31-8-2010

नई दिल्ली, 4 नवम्बर 2010

का.आ. 2949.--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की भाग 17 के अनुसूची में, केन्द्रीय सरकार बैंक ऑफ़

बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि-करण/श्रम न्यायालय-II, चंडीगढ़ के पंचाट (संदर्भ संख्या 518/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-11-2010 को प्राप्त हुआ था।

[सं. एल-12011/217/2000-आई आर (बी II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 4th November, 2010

S.O. 2949.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 518/2K5) of the Central Government Industrial Tribunal/Labour Court-II, Chandigarh now as shown in the Annexure, in the Industrial Dispute between the employees in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 04-11-2010.

[No. L-12011/217/2000-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESENT: Sri A. K. RASTOGI, Presiding Officer

Case No. I. D. 518/2K5

Registered on 23-08-2005

The President, Punjab National Bank Workers Union (NZ),
EG 810-A, Mohalla Gobindgarh, Jalandhar (Punjab).

...Applicant

Versus

Punjab National Bank, The Regional Manager, Regional
Office, Pipli Road, Kurukshetra.

... Respondent

APPEARANCES

For the Workman : Sh. Tek Chand Sharma,
AR of the workman.

For the Management : Authorized Representative.

AWARD

Passed on 28th October 2010

Central Government vide Notification No. L-12011/217/2000-IR(B-II) Dated 10-01-2007, by exercising its powers under Section 10 sub section (1) Clause (d) and sub section 2(A) of the Industrial Dispute Act 1947 (hereinafter referred to as Act) has referred the following Industrial dispute for adjudication to this Tribunal.

"Whether the action of the management of Punjab National Bank, represented through its Regional Manager, Pepli Road, Kurukshetra in withdrawing the cashier in-charge allowance of Rs. 227 to Shri Jai Dev Singh w.e.f. 30-06-1998 is just and legal ? If not, to what relief the workman is entitled to?"

The Punjab National Bank Workers' Union (NZ) Registered, Jalandhar (hereinafter referred to as the Union) has raised an industrial dispute by stating that workman Jai Dev Singh was originally an employee of the erstwhile New Bank of India, which was amalgamated in Punjab National Bank. The services of the employees of the New Bank of India were transferred to Punjab National Bank on the same rights and privilege. The workman was getting Cashier in-charge allowance of Rs. 227 P. M. in New Bank of India and continued to receive it after the amalgamation according to rules of the Bank and as per provisions of Desai Award and Bipartite Settlement. He was posted at the Amargarh Branch of Punjab National Bank from where he was transferred to Safidon. At Safidon Branch, the Branch Manager informed the Regional Office about the payment of the said allowance to the workman, whereupon Regional Office vide letter No. RM-PERS. PF. 98 dated 25-06-1998 informed the branch that as the workman was never offered the posting of Cashier In-charge so he was not entitled to the said allowance and the allowance should not be paid further. The workman was advised to produce the letter of offer. The contention of the workman is that the bank acted illegally and ignored the fact that the workman was getting allowance for over five years and question of producing any letter of offer could not arise after such a long period. He is entitled to the benefit of special allowance and respondent management be directed to restore the payment of allowance with retrospective effect and the recovered amount may also be paid with interest and further recovery be stopped.

The claim was contested by the management and it was stated that at the time of amalgamation the workman was posted at Branch Office, Amargarh as clerk-cum-cashier and there he was paid pro-rata special allowance attached to the post of Cashier In-charge as and when he worked in the leave arrangements of the Cashier In-charge. He was never offered the allowance of Cashier In-charge on permanent basis. At the time of his transfer from Amargarh Branch to Safidon Branch, the Amargarh Branch Office mentioned his designation as Clerk-Cashier in his L.P.C. but wrongly mentioned the special allowance of Rs. 227. On the basis of the said L.P.C. the Branch Office, Safidon started giving said allowance to the workman but when the said irregularity came to the notice of the Branch, the payment of said allowance was stopped and the concerned branch was advised to recover the

said allowance from the workman. It was further stated that in terms of bank rules, permanent posting to the post carrying special allowance in the clerical cadre including the post of Cashier In-charge is done on the basis of turn-wise seniority and the workman was never offered the permanent posting of Cashier In-charge and in fact also he did not perform the duties of Cashier In-charge at Branch Office Safidon. The action of the management is just and legal in stopping the payment of special allowance of Cashier In-charge to workman w.e.f. 30-06-1998.

The workman has filed a rejoinder to the written statement to reiterate his claim.

From the pleadings of the parties the following issues arise for consideration :—

1. Whether the workman is entitled to Cashier In-charge allowance?
2. Whether the action of the management is just and legal in withdrawing the Cashier-Incharge allowance to the workman with effect from 30-06-1998?
3. To what relief is the workman entitled to?

In support of his case the claimant has tendered the affidavit of workman. Another affidavit filed by the President of the Union was not tendered in evidence. On behalf of the management, D.D. Sasan, Senior Manager, Punjab National Bank, Safidon Branch, tendered his affidavit along with certain documents.

I heard the learned counsel for the workman and perused the written arguments submitted on behalf of management and also the evidence on record. My findings on various issues are as follows :—

Issue No. 1 and 2.

Both the issues being interconnected are being taken together.

With regard to his entitlement to the Cashier In-Charge allowance, the case of the claimant is that the workman was getting this allowance in the erstwhile New Bank of India where he was working originally and after amalgamation of the said bank with Punjab National Bank he continued to receive it at Amargarh Branch of Punjab National Bank. He continued to receive the said allowance at Safidon Branch also till the Regional Office of the management disentitled him for the said allowance.

It is well settled principle of law that the party who asserts a fact, the burden of proof lies on him to prove that fact. It was, therefore, for the claimant to prove in the first place that the workman was receiving the Cashier In-charge allowance in his parent bank i. e. New Bank of India at the time of amalgamation of the said bank in

Punjab National Bank. The claimant failed in discharging the burden. There is nothing on record to show that the workman was getting the said allowance in his parent bank i. e. New Bank of India.

However, there is evidence to show that he was getting the said allowance in Amargarh Branch of Punjab National Bank after the amalgamation. The fact is established from the L.P.C. of the workman, a copy of which has been filed by the management also and is marked as 'A'. In the particulars of monthly salary for July, 1996 there is a mention of Special Personal Allowance of Rs. 227. It is not disputed that this Special Personal Allowance is the Cashier In-charge allowance.

The argument of the management is that in the L.P.C. the designation of the workman is of Clerk/Cashier and a Special Allowance of Rs. 227 was wrongly mentioned in it. At Amargarh branch the workman was paid pro-rata Special Allowance as and when he worked in the leave gap arrangements of Cashier In-charge and he was never offered allowance to Cashier In-charge on permanent basis. The management has placed on record copies of certain documents, to show that the designation of the workman was of Clerk-cum-cashier. These documents are marked as 'A' to 'G'. 'A' referred above is the L.P.C., 'B' is an application of the workman for the payment of his salary for the month of June 1999, 'C' is his loan application, 'D' is an extract of Attendance Register, 'E' is the salary bill Register, 'F' is another application of the workman and 'G' is an application for L.T.C. In all these papers the designation of the workman is that of Clerk-cum-cashier. I am of the view that it cannot be said the workman worked as Clerk-cum-cashier only and not as Cashier In-charge, particularly when the management admits his working as Cashier In-charge as and when the Cashier In-charge was on leave. The management has failed in producing any evidence of the fact that any other employee of the bank was working as Cashier In-charge at its Amargarh branch. From the L.P.C. it is clear that the workman was getting the said allowance at Amargarh branch and he was entitled to it. The mention of his designation in documents 'A' to 'G' as 'Clerk-cum-Cashier' is of no consequence.

The next question is whether the action of the management in withdrawing the Special Allowance of the workman w.e.f. 30-06-1998 is just and legal? The management's case is that the workman was never offered the permanent posting of Cashier In-charge and he did not perform the duties of Cashier In-charge at Safidon branch. The workman could not produce the letter of offer despite asking and in his claim statement the claimant has said that question of producing of any such letter does not arise after such a long period. It is a lame excuse for not producing the letter of offer and the non-production of letter of offer vindicate the stand of the management

that the workman was not offered the posting of Cashier In-charge. It is important to note that the workman did not refute the statement of the management witness that he never performed as Cashier In-charge at Branch Office, Safidon. Neither had he said anything about it in his affidavit nor the management witness was cross-examined on this point. As per written statement the workman joined the Safidon Branch on 11-02-1997 and admittedly, the payment of said allowance to the workman was stopped after 30-06-1998. Obviously the workman is not entitled to the Special allowance during his posting at Safidon branch. The management however, stopped the payment of Special allowance to workman w.e.f. 30-6-1998 and it is perfectly justified in doing so.

To sum up, the workman has failed in proving that he was getting the Special allowance/Cashier In-charge allowance of Rs. 227 P. M. in his parent Bank i.e. New Bank of India. He is however, held entitled to the said allowance during his posting at Amargarh branch and which he received too but not entitled to at Safidon branch and the action of the management in withdrawing the said allowance w.e.f. 30-06-1998 is just and legal.

Issues no. 1 and 2 are decided accordingly.

Issue No. 3

Claimant besides asking the restoration of the Special Allowance to the workman has also claimed the payment of the recovered amount of the allowance. From the claim statement it appears that the management has started to recover the amount of Special Allowance paid to the workman. The recovery of the said allowance and paying back the recovered amount is not the subject matter of the reference. The dispute referred to this Tribunal relates only to the legality and justification of the action of the management in withdrawing the allowance w.e.f. 30-06-1998 and the relief to which the workman is entitled to. As it has been held about the action of the management of Punjab National Bank represented through its Regional Manager, Pipli Road, Kurukshetra in withdrawing the Cashier In-charge Allowance to Rs. 227 to the workman w.e.f. 30-06-1998 is just and legal. Workman is held to be entitled to the said allowance till his posting at Amargarh Branch office of the management. The reference is answered accordingly. Let two copies of the award be sent to the Central Government after due compliance.

ASHOK KUMAR RASTOGI, Presiding Officer.

नई दिल्ली, 4 नवम्बर, 2010

का. आ. 2950.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में

निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 94/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-11-2010 को प्राप्त हुआ था।

[सं. एल-12011/82/2006-आई आर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 4th November, 2010

S.O. 2950.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 94/2006) of the Central Government Industrial Tribunal/ Labour Court, Jaipur now as shown in the Annexure, in the Industrial Dispute between the employees in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 4-11-2010.

[No. L-12011/82/2006-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT JAIPUR

Present : N. K. PUROHIT, Presiding Officer

I. D. 94/06

Reference No. L-12011/82/2006-IR/(B-II)

Dated : 10-11-2006

The General Secretary
Bank of Baroda Karamchari Union
C/o BOB, D-38A, Ashok Marg,
C-Scheme, Jaipur-302001.

V/s

The General Manager
Bank of Baroda,
Zonal Office, Anand Bhawan,
S.C. Road, Jaipur-302001.

AWARD

22-10-2010

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section 1 & 2(A) of

Section 10 of the Industrial Disputes Act, 1947 has referred the following Industrial disputes to this tribunal for adjudication which runs as under :

“Whether the action of the management of Bank of Baroda in not providing an opportunity in the selection process to the temporary Sweepers-Sub-staff having been engaged for work in the bank for a long period of time in similarly situated work for regular appointment of peon recruited from the open market by the bank management on 24-2-2006 is justified ? If not, what relief the workmen working under the Zonal Officer in Rajasthan are entitled and from which date ?”

2. Pursuant to the receipt of reference order, the registered notices were issued to both the parties. Upon perusal of the proceedings it reveals that after service of registered notice upon the union, Shri Surendra Singh, Advocate appeared on behalf of the union on 13-1-10 and sought time to file claim statement. Again on 17-2-10 an application was moved on behalf of the union for seeking adjournment but none appeared on behalf of the union on next date i. e. 29-3-2010. It further reveals that on subsequent date 11-6-10 Shri Surendra Singh, Advocate appeared on behalf of the union & Shri Rupen Kala, Advocate appeared on behalf of the Bank, but the union did not file its claim statement on the said date also. On 9-8-10 last opportunity was given to file the claim statement but none appeared on behalf of the union on the next date.

3. Thus, it is evident from the proceedings of the case that despite ample opportunity provided to the union, neither claim statement has been filed nor any representative has appeared on behalf of the union on 29-9-10. In above factual back drop it appears that the union is not willing to contest the case further.

4. Under these circumstances there is no material on record to adjudicate the reference on its merit. Therefore “No Claim Award” is passed in this matter. The reference under adjudication is answered accordingly.

5. Award as above.

N. K. PUROHIT, Presiding Officer